


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>PR-HQ-04-10462</b>	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER <b>PR-HQ-04-10462</b>
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE			8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>01:00 PM</u> local time <u>4/23/2004</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME <b>ROBERT M. MINJACK</b>		B. TELEPHONE (NO COLLECT CALLS) AREA CODE <b>202</b> NUMBER <b>564-4794</b> EXT.	
C. E-MAIL ADDRESS					


**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS, AND OTHER	
	F	DELIVERIES OR PERFORMANCE			K	STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %	
		30 CALENDAR DAYS %		___ CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 		ITEM	
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE:			
		Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable**STANDARD FORM 33 (REV. 9-97)**  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

**TABLE OF CONTENTS**

SOLICITATION, OFFER AND AWARD . . . . .	Page 1
PART I - THE SCHEDULE . . . . .	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	Page B-1
B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984) . . . . .	Page B-1
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) . . . . .	Page C-1
C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984) . . . . .	Page C-2
C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) . . . . .	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999) . . . . .	Page C-3
SECTION D - PACKAGING AND MARKING . . . . .	Page D-1
[For this Solicitation, there are NO clauses in this Section] . . . . .	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984) . . . . .	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page F-1
F.2 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION . . . . .	Page F-1
F.3 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984) . . . . .	Page F-2
F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984) . . . . .	Page F-2
F.5 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984) . . . . .	Page F-2
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	Page G-1
G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION . . . . .	Page G-1
G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984) . . . . .	Page G-2
G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984) . . . . .	Page G-3
G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984) . . . . .	Page G-3
G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984) . . . . .	Page G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . .	Page H-1
H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR	

	1552.203-71) (AUG 2000) DEVIATION . . . . .	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (OCT 2000) . . . . .	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994) . . . . .	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION . . . . .	Page H-3
H.5	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002) . . . . .	Page H-4
H.6	OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000) . . . . .	Page H-6
H.7	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990) . . . . .	Page H-7
H.8	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991) . . . . .	Page H-8
H.9	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989) . . . . .	Page H-8
H.10	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) . . . . .	Page H-8
H.11	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION . . . . .	Page H-10
H.12	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996) . . . . .	Page H-10
H.13	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997) . . . . .	Page H-11
H.14	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) . . . . .	Page H-12
H.15	DATA SECURITY FOR TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-120) (AUG 1993) . . . . .	Page H-14
H.16	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984) . . . . .	Page H-15
H.17	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) . . . . .	Page H-16
H.18	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) . . . . .	Page H-16
PART II	- CONTRACT CLAUSES . . . . .	Page I-1
SECTION I	- CONTRACT CLAUSES . . . . .	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page I-1
I.2	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION . . . . .	Page I-2
I.3	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) . . . . .	Page I-2
I.4	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) . . . . .	Page I-3
I.5	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999) . . . . .	Page I-3
I.6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003) . . . . .	Page I-5
I.7	LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996) . . . . .	Page I-5
I.8	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE I (JUN 2003) . . . . .	Page I-5
I.9	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FAR 52.222-35) (DEC	

	2001)	Page I-7
I.10	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987) DEVIATION	Page I-11
I.11	CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)	Page I-17
I.12	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	Page I-17
I.13	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)	Page I-17
I.14	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-18
I.15	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-18
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)	Page K-1
K.2	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-2
K.3	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-2
K.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)	Page K-4
K.5	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-5
K.6	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)	Page K-5
K.7	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	Page K-8
K.8	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	Page K-9
K.9	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)	Page K-9
K.10	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-9
K.11	RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)	Page K-9
K.12	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)	Page K-10
K.13	BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)	Page K-11
K.14	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-11
K.15	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-11
K.16	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-12

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS . . . .	Page L-1
L.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page L-1
L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000) . . . . .	Page L-1
L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003) . . . . .	Page L-5
L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION . . . . .	Page L-5
L.5 Proposal Preparation Instructions for this Solicitation . . . . .	Page L-5
L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) . . . . .	Page L-5
L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998) . . . . .	Page L-6
L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) . . . . .	Page L-6
L.9 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984) . . . . .	Page L-7
L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000) . . . . .	Page L-7
L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984) . . . . .	Page L-9
L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989) . . . . .	Page L-9
L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991) . . . . .	Page L-9
L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994) . . . . .	Page L-10
L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999) . . . . .	Page L-10
L.16 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996) . . . . .	Page L-10
SECTION M - EVALUATION FACTORS FOR AWARD . . . . .	Page M-1
M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) . . . . .	Page M-1
M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) . . . . .	Page M-1
M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) . . . . .	Page M-1
FEDERAL LEAD-BASED PAINT PROGRAM SUPPORT . . . . .	Page 1-1
PROPOSAL PREPARATION INSTRUCTIONS . . . . .	Page 2-1
INVOICE PREPARATION INSTRUCTIONS . . . . .	Page 3-1
PAST PERFORMANCE QUESTIONNAIRE . . . . .	Page 4-1
CLIENT AUTHORIZATION LETTER . . . . .	Page 5-1
ATTACHMENTS #1 AND #2 FOR STATEMENT OF WORK . . . . .	Page 6-1
Using the Federal Lead-based Paint Program Database System--Contractor Staff . . . . .	Page 6-2
About the home page . . . . .	Page 6-2
Viewing applications . . . . .	Page 6-3
Logging an application . . . . .	Page 6-3

Entering application information into FLPP . . . . .	Page 6-6
Fees Review tab . . . . .	Page 6-11
Administrative Review tab . . . . .	Page 6-13
Technical Review tab . . . . .	Page 6-14
Generating a Status Letter . . . . .	Page 6-14
Send to Regions . . . . .	Page 6-15
Generate Exam Letters, Record Exam Results, Confirm Fees (Pending Tasks) . . . . .	Page 6-16
Processing refunds . . . . .	Page 6-16
Generating reports . . . . .	Page 6-16
Basic Activities for Processing an FLPP Application . . . . .	Page 6-17
Detailed Notes on FLPP Application Processing for Contractors . . . .	Page 6-18
April 11, 2003 . . . . .	Page 6-18
About the Federal Lead-based Paint Program Database System . . . . .	Page 6-23
Benefits of the FLPP Database System . . . . .	Page 6-23
Who Will Use the FLPP Database System? . . . . .	Page 6-23
FLPP Processing Statuses . . . . .	Page 6-25
FLPP Processing Steps . . . . .	Page 6-27
FLPP Procedures and Definitions . . . . .	Page 6-29
Fee Verification . . . . .	Page 6-29
Technical Review . . . . .	Page 6-29
Exam Information . . . . .	Page 6-29
Fee Confirmation . . . . .	Page 6-29
Regional Review . . . . .	Page 6-30
Certificate and Badge Processing . . . . .	Page 6-31
Amendments . . . . .	Page 6-31
Re-certifications/Re-accreditations . . . . .	Page 6-31

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)**

The fixed price of this contract is \$ TBD. Quantities stated below are estimates only and should not be construed as definitive in nature. Payment will be made upon delivery and acceptance of required items as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>MINIMUM ESTIMATED QUANTITY</u>	<u>MAXIMUM ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>BASE YEAR:</b>						
0001	Mail Requested Application Package	60	2400	Each		
0002	Courier Services	180	300	Each		
0003	Establish Paper/ Electronic File(s)	60	2400	Each		
0004	Individual Certification Applications					
0004AA	Inspector	600	3000	Each		
0004AB	Risk Assessor	600	3000	Each		
0004AC	Supervisor	600	3000	Each		
0004AD	Project Designer	600	3000	Each		
0004AE	Worker	600	3000	Each		
0004AF	Individual - Multi Jurisdictional	600	3000	Each		
0005	Individual Re-Certification Applications					
0005AA	Inspector	300	2400	Each		
0005AB	Risk Assessor	300	2400	Each		
0005AC	Supervisor	300	2400	Each		
0005AD	Project Designer	300	2400	Each		
0005AE	Worker	300	2400	Each		
0005AF	Individual - Multi Jurisdictional	300	2400	Each		
0006	Firm Certification					

	Applications			
0006AA	Firm	120	1200	Each
0006AB	Firm - Multi Jurisdictional	120	1200	Each
0007	Firm Re-Certification Applications			
0007AA	Firm	60	1200	Each
0007AB	Firm - Multi Jurisdictional	60	1200	Each
0008	Training Provider Accreditation Applications			
0008AA	Training Provider Accreditation (Non-Profit)	12	600	Each
0008AB	Training Provider Multi Jurisdictional Accreditation (Non-Profit)	12	600	Each
0008AC	Training Provider Accreditation (Commercial)	12	600	Each
0008AD	Training Provider Multi Jurisdictional Accreditation (Commercial)	12	600	Each
0009	Training Provider Re-Accreditation Applications			
0009AA	Training Provider Re-Accreditation (Non-Profit)	12	600	Each
0009AB	Training Provider Multi Jurisdictional Re-Accreditation (Non-Profit)	12	600	Each
0009AC	Training Provider Re-Accreditation (Commercial)	12	600	Each
0009AD	Training Provider Multi Jurisdictional Re-Accreditation (Commercial)	12	600	Each
0010	Mail/Electronically send completed applications to Regions	1200	9000	Each
0011	Administer and Proctor Third Party Exams	60	2400	Each
0012	Update revised Third Party Exams	1	3	Each
0013	Confirm Application and Exam Fees	600	6000	Each



0014	Identify Refunds	12	1200	Each
0015	Mail Badges, Certifications and Letters	60	1200	Each
0016	Print Badges	60	3000	Each
0017	Print Certificates	60	3000	Each
0018	Print Letters	60	3600	Each
0019	Data enter Notification forms	12	7200	Each
0020	Validate CDX user names	12	7200	Each
0021	Follow-up inconsistencies of CDX user names	12	7200	Each
0022	Perform mass mailing to CDX users	1	3	Each
0023	Complete Validation process for CDX users	12	7200	Each
0024	Notify CDX Help Desk when CDX users are validated	12	7200	Each
0025	Quarterly Review of CDX user's contact information	4	3200	Each
0026	Information Help Line			Lot
0027	Monthly Report			Lot
0028	Maintenance of Records			Lot

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>UNIT</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>OF</u> <u>ISSUE</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
-------------	--------------------	----------------	----------------	-------------	-------------------------------------	-------------------------------------	---------------------------	-----------------------------	--------------

**OPTION PERIOD I:**

0001	Mail Requested Application Package	60	2400	Each
0002	Courier Services	180	300	Each
0003	Establish Paper/ Electronic File(s)	60	2400	Each

0004	Individual Certification Applications			
0004AA	Inspector	600	3000	Each
0004AB	Risk Assessor	600	3000	Each
0004AC	Supervisor	600	3000	Each
0004AD	Project Designer	600	3000	Each
0004AE	Worker	600	3000	Each
0004AF	Individual - Multi Jurisdictional	600	3000	Each
0005	Individual Re-Certification Applications			
0005AA	Inspector	300	2400	Each
0005AB	Risk Assessor	300	2400	Each
0005AC	Supervisor	300	2400	Each
0005AD	Project Designer	300	2400	Each
0005AE	Worker	300	2400	Each
0005AF	Individual - Multi Jurisdictional	300	2400	Each
0006	Firm Certification Applications			
0006AA	Firm	120	1200	Each
0006AB	Firm - Multi Jurisdictional	120	1200	Each
0007	Firm Re-Certification Applications			
0007AA	Firm	60	1200	Each
0007AB	Firm - Multi Jurisdictional	60	1200	Each
0008	Training Provider Accreditation Applications			
0008AA	Training Provider Accreditation (Non-Profit)	12	600	Each
0008AB	Training Provider Multi Jurisdictional Accreditation (Non-Profit)	12	600	Each
0008AC	Training Provider Accreditation (Commercial)	12	600	Each
0008AD	Training Provider Multi Jurisdictional Accreditation (Commercial)	12	600	Each
0009	Training Provider Re-Accreditation Applications			

0009AA	Training Provider	12	600	Each
	Re-Accreditation (Non-Profit)			
0009AB	Training Provider	12	600	Each
	Multi Jurisdictional			
	Re-Accreditation (Non-Profit)			
0009AC	Training Provider	12	600	Each
	Re-Accreditation (Commercial)			
0009AD	Training Provider	12	600	Each
	Multi Jurisdictional			
	Re-Accreditation (Commercial)			
0010	Mail/Electronically send completed applications to Regions	1200	9000	Each
0011	Administer and Proctor Third Party Exams	60	2400	Each
0012	Update revised Third Party Exams	1	3	Each
0013	Confirm Application and Exam Fees	600	6000	Each
0014	Identify Refunds	12	1200	Each
0015	Mail Badges, Certifications and Letters	60	1200	Each
0016	Print Badges	60	3000	Each
0017	Print Certificates	60	3000	Each
0018	Print Letters	60	3600	Each
0019	Data enter Notification forms	12	7200	Each
0020	Validate CDX user names	12	7200	Each
0021	Follow-up inconsistencies of CDX user names	12	7200	Each
0022	Perform mass mailing to CDX users	1	3	Each
0023	Complete Validation process for CDX users	12	7200	Each
0024	Notify CDX Help Desk when CDX users are validated	12	7200	Each

0025	Quarterly Review of CDX user's contact information	4	3200	Each
0026	Information Help Line			Lot
0027	Monthly Report			Lot
0028	Maintenance of Records			Lot

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>ESTIMATED QUANTITY</u>	<u>OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>OPTION PERIOD II:</b>						
0001	Mail Requested Application Package	60	2400	Each		
0002	Courier Services	180	300	Each		
0003	Establish Paper/Electronic File(s)	60	2400	Each		
0004	Individual Certification Applications					
0004AA	Inspector	600	3000	Each		
0004AB	Risk Assessor	600	3000	Each		
0004AC	Supervisor	600	3000	Each		
0004AD	Project Designer	600	3000	Each		
0004AE	Worker	600	3000	Each		
0004AF	Individual - Multi Jurisdictional	600	3000	Each		
0005	Individual Re-Certification Applications					
0005AA	Inspector	300	2400	Each		
0005AB	Risk Assessor	300	2400	Each		
0005AC	Supervisor	300	2400	Each		
0005AD	Project Designer	300	2400	Each		
0005AE	Worker	300	2400	Each		
0005AF	Individual - Multi Jurisdictional	300	2400	Each		
0006	Firm Certification Applications					
0006AA	Firm	120	1200	Each		
0006AB	Firm - Multi Jurisdictional	120	1200	Each		

0007	Firm Re-Certification Applications			
0007AA	Firm	60	1200	Each
0007AB	Firm - Multi Jurisdictional	60	1200	Each
0008	Training Provider Accreditation Applications			
0008AA	Training Provider Accreditation (Non-Profit)	12	600	Each
0008AB	Training Provider Multi Jurisdictional Accreditation (Non-Profit)	12	600	Each
0008AC	Training Provider Accreditation (Commercial)	12	600	Each
0008AD	Training Provider Multi Jurisdictional Accreditation (Commercial)	12	600	Each
0009	Training Provider Re-Accreditation Applications			
0009AA	Training Provider Re-Accreditation (Non-Profit)	12	600	Each
0009AB	Training Provider Multi Jurisdictional Re-Accreditation (Non-Profit)	12	600	Each
0009AC	Training Provider Re-Accreditation (Commercial)	12	600	Each
0009AD	Training Provider Multi Jurisdictional Re-Accreditation (Commercial)	12	600	Each
0010	Mail/Electronically send completed applications to Regions	1200	9000	Each
0011	Administer and Proctor Third Party Exams	60	2400	Each
0012	Update revised Third Party Exams	1	3	Each
0013	Confirm Application and Exam Fees	600	6000	Each
0014	Identify Refunds	12	1200	Each
0015	Mail Badges, Certifications and Letters	60	1200	Each

0016	Print Badges	60	3000	Each
0017	Print Certificates	60	3000	Each
0018	Print Letters	60	3600	Each
0019	Data enter Notification forms	12	7200	Each
0020	Validate CDX user names	12	7200	Each
0021	Follow-up inconsistencies of CDX user names	12	7200	Each
0022	Perform mass mailing to CDX users	1	3	Each
0023	Complete Validation process for CDX users	12	7200	Each
0024	Notify CDX Help Desk when CDX users are validated	12	7200	Each
0025	Quarterly Review of CDX user's contact information	4	3200	Each
0026	Information Help Line			Lot
0027	Monthly Report			Lot
0028	Maintenance of Records			Lot

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>UNIT</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>OF</u> <u>ISSUE</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
-------------	--------------------	----------------	----------------	-------------	-------------------------------------	-------------------------------------	---------------------------	-----------------------------	--------------

**OPTION PERIOD III:**

0001	Mail Requested Application Package	60	2400	Each
0002	Courier Services	180	300	Each
0003	Establish Paper/ Electronic File(s)	60	2400	Each
0004	Individual Certification Applications			
0004AA	Inspector	600	3000	Each
0004AB	Risk Assessor	600	3000	Each

0004AC	Supervisor	600	3000	Each
0004AD	Project Designer	600	3000	Each
0004AE	Worker	600	3000	Each
0004AF	Individual - Multi Jurisdictional	600	3000	Each
0005	Individual Re-Certification Applications			
0005AA	Inspector	300	2400	Each
0005AB	Risk Assessor	300	2400	Each
0005AC	Supervisor	300	2400	Each
0005AD	Project Designer	300	2400	Each
0005AE	Worker	300	2400	Each
0005AF	Individual - Multi Jurisdictional	300	2400	Each
0006	Firm Certification Applications			
0006AA	Firm	120	1200	Each
0006AB	Firm - Multi Jurisdictional	120	1200	Each
0007	Firm Re-Certification Applications			
0007AA	Firm	60	1200	Each
0007AB	Firm - Multi Jurisdictional	60	1200	Each
0008	Training Provider Accreditation Applications			
0008AA	Training Provider Accreditation(Non-Profit)	12	600	Each
0008AB	Training Provider Multi Jurisdictional Accreditation(Non-Profit)	12	600	Each
0008AC	Training Provider Accreditation(Commercial)	12	600	Each
0008AD	Training Provider Multi Jurisdictional Accreditation(Commercial)	12	600	Each
0009	Training Provider Re-Accreditation Applications			
0009AA	Training Provider Re-Accreditation(Non-Profit)	12	600	Each
0009AB	Training Provider Multi Jurisdictional	12	600	Each

0009AC	Re-Accreditation (Non-Profit) Training Provider	12	600	Each
0009AD	Re-Accreditation (Commercial) Training Provider	12	600	Each
	Multi Jurisdictional Re-Accreditation (Commercial)			
0010	Mail/Electronically send completed applications to Regions	1200	9000	Each
0011	Administer and Proctor Third Party Exams	60	2400	Each
0012	Update revised Third Party Exams	1	3	Each
0013	Confirm Application and Exam Fees	600	6000	Each
0014	Identify Refunds	12	1200	Each
0015	Mail Badges, Certifications and Letters	60	1200	Each
0016	Print Badges	60	3000	Each
0017	Print Certificates	60	3000	Each
0018	Print Letters	60	3600	Each
0019	Data enter Notification forms	12	7200	Each
0020	Validate CDX user names	12	7200	Each
0021	Follow-up inconsistencies of CDX user names	12	7200	Each
0022	Perform mass mailing to CDX users	1	3	Each
0023	Complete Validation process for CDX users	12	7200	Each
0024	Notify CDX Help Desk when CDX users are validated	12	7200	Each
0025	Quarterly Review of CDX user's contact information	4	3200	Each
0026	Information Help Line			Lot



0027	Monthly Report	Lot
0028	Maintenance of Records	Lot

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>ESTIMATED QUANTITY</u>	<u>OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>OPTION PERIOD IV:</b>						
0001	Mail Requested Application Package	60	2400	Each		
0002	Courier Services	180	300	Each		
0003	Establish Paper/ Electronic File(s)	60	2400	Each		
0004	Individual Certification Applications					
0004AA	Inspector	600	3000	Each		
0004AB	Risk Assessor	600	3000	Each		
0004AC	Supervisor	600	3000	Each		
0004AD	Project Designer	600	3000	Each		
0004AE	Worker	600	3000	Each		
0004AF	Individual - Multi Jurisdictional	600	3000	Each		
0005	Individual Re-Certification Applications					
0005AA	Inspector	300	2400	Each		
0005AB	Risk Assessor	300	2400	Each		
0005AC	Supervisor	300	2400	Each		
0005AD	Project Designer	300	2400	Each		
0005AE	Worker	300	2400	Each		
0005AF	Individual - Multi Jurisdictional	300	2400	Each		
0006	Firm Certification Applications					
0006AA	Firm	120	1200	Each		
0006AB	Firm - Multi Jurisdictional	120	1200	Each		
0007	Firm Re-Certification Applications					
0007AA	Firm	60	1200	Each		

0007AB	Firm - Multi Jurisdictional	60	1200	Each
0008	Training Provider Accreditation Applications			
0008AA	Training Provider Accreditation (Non-Profit)	12	600	Each
0008AB	Training Provider Multi Jurisdictional Accreditation (Non-Profit)	12	600	Each
0008AC	Training Provider Accreditation (Commercial)	12	600	Each
0008AD	Training Provider Multi Jurisdictional Accreditation (Commercial)	12	600	Each
0009	Training Provider Re-Accreditation Applications			
0009AA	Training Provider Re-Accreditation (Non-Profit)	12	600	Each
0009AB	Training Provider Multi Jurisdictional Re-Accreditation (Non-Profit)	12	600	Each
0009AC	Training Provider Re-Accreditation (Commercial)	12	600	Each
0009AD	Training Provider Multi Jurisdictional Re-Accreditation (Commercial)	12	600	Each
0010	Mail/Electronically send completed applications to Regions	1200	9000	Each
0011	Administer and Proctor Third Party Exams	60	2400	Each
0012	Update revised Third Party Exams	1	3	Each
0013	Confirm Application and Exam Fees	600	6000	Each
0014	Identify Refunds	12	1200	Each
0015	Mail Badges, Certifications and Letters	60	1200	Each
0016	Print Badges	60	3000	Each
0017	Print Certificates	60	3000	Each

0018	Print Letters	60	3600	Each
0019	Data enter Notification forms	12	7200	Each
0020	Validate CDX user names	12	7200	Each
0021	Follow-up inconsistencies of CDX user names	12	7200	Each
0022	Perform mass mailing to CDX users	1	3	Each
0023	Complete Validation process for CDX users	12	7200	Each
0024	Notify CDX Help Desk when CDX users are validated	12	7200	Each
0025	Quarterly Review of CDX user's contact information	4	3200	Each
0026	Information Help Line			Lot
0027	Monthly Report			Lot
0028	Maintenance of Records			Lot

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1 of the contract.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any

work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and

vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]



**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, \_Robert Wright\_\_\_ is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Attn: Robert Wright (7404T)  
Washington, DC 20460

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY  
FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION**

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery order:

- (1) Delivery order number, date and title;
- (2) EPA client organization;
- (3) Period of performance, including explanations for any extensions that may be needed;
- (4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;
- (5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;
- (6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;
- (7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 10 of each month following the first complete calendar month of the contract. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contracting Officer
1	Project Officer

### **F.3 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report:

(a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

### **F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from \_July 1, 2004\_\_\_\_ through \_June 30, 2005\_\_\_\_ exclusive of all required reports.

### **F.5 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)**

The following items shall be delivered under this contract:

1. See Attachment 1, Statement of Work

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For

current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

## **G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving

financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

**G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: Robert Wright

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer: Robert M. Minjack

Address: U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW (Mail Code - 3803R)  
Washington, D.C. 20460

**G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

---

**G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Statement of Work - Attachment (1).

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

#### *(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).



*(b) Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint

Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,

Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

- (i) An interim or final Report is considered completed after the

contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

**H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
<u>Option 1</u>	<u>July 1, 2005</u>	<u>June 30, 2006</u>
<u>Option 2</u>	<u>July 1, 2006</u>	<u>June 30, 2007</u>
<u>Option 3</u>	<u>July 1, 2007</u>	<u>June 30, 2008</u>
<u>Option 4</u>	<u>July 1, 2008</u>	<u>June 30, 2009</u>

(b) During the option period(s) the Contractor shall provide the services described below:

<u>Period</u>	<u>Attachment</u>
<u>Option I</u>	<u>Reference Attachment 1, SOW</u>
<u>Option II</u>	<u>Reference Attachment 1, SOW</u>
<u>Option III</u>	<u>Reference Attachment 1, SOW</u>
<u>Option IV</u>	<u>Reference Attachment 1, SOW</u>

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

<u>Fixed price</u>	<u>Option period</u>
<u>                    </u>	<u>Option I - Reference Section B</u>

\_\_\_\_\_ Option II - Reference Section B

\_\_\_\_\_ Option III - Reference Section B

\_\_\_\_\_ Option IV - Reference Section B

**H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.9 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include

this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these



sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.13 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

**H.14 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.15 DATA SECURITY FOR TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-120) (AUG 1993)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of

Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall submit a certification statement to the Director of the EPA IMD, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval" from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

**H.16 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

1. Project Manager
2. Deputy Project Manager

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.18 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE



		CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

**I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the contract.

**I.5 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)**

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be

performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

#### **I.6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

#### **I.7 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**I.8 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE I (JUN 2003)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b) (1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying

areas. This paragraph does not apply to construction or service contracts.

**I.9 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FAR 52.222-35) (DEC 2001)**

(a) *Definitions.* As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential

functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.* (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;



(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.* (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern

Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.* (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.10 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987) DEVIATION**

(a) *Definitions.*

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or

pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g) (2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) (3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;

and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and

grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the

Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e) (1) (iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e) (1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the

addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

*(g) Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government contract No. PR-HQ-04-10462 (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

- (iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) (Reserved)

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

#### **I.11 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in,



phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

#### **I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

-----

[ Insert one or more Internet addresses ]

**I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Federal Lead-Based Paint Program Support
2	Proposal Preparation Instructions
3	Invoice Preparation Instructions
4	Past Performance Questionnaire
5	Client Authorization Letters

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

---

---

---

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management

or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541519 "Other Computer Related Services"**.

(2) The small business size standard is **\$21.0 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business

concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the*

*small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
 (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)**

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

#### **K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)**

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

##### Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

##### Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

#### **K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

#### **K.15 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.16 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:\_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-5	OCT 1997	FACSIMILE PROPOSALS

**L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)**

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1)



Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not

be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines

that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

### **L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a Indefinite-Delivery/Indefinite-Quantity contract with Firm Fixed-Price task orders resulting from this solicitation.

### **L.5 Proposal Preparation Instructions for this Solicitation**

Additional specific proposal preparation instructions for this solicitation are included in Attachment (2) entitled "Proposal Preparation Instructions".

### **L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests

that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Robert M. Minjack

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

-----  
[Insert one or more Internet addresses ]

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

#### **L.9 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 01 July 2004.

#### **L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ 0.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and at most 10 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications

include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 20 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**



This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.16 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

### **M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

#### **1. Technical Approach (25 points)**

- a. Demonstrate a thorough understanding of each Task of the SOW by

addressing how the Contractor will accomplish each Task. The proposal should address the following: what is to be done, project designs with possible milestones, staffing, schedules in elapsed work days, support systems, transportation needs, potential problems/solutions, Quality Control/Quality Assurance measures and techniques, and possible products. **(15 points)**

- b. Demonstrate understanding of Title IV of the Toxic Substances Control Act (TSCA) and EPA's regulation at 40 CFR Part 745, Subpart L, "Lead; Requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities; Final Rule" and their requirements for EPA's administered lead-based paint training, certification, and accreditation program for States, Indian Tribes, and Territories that do not have EPA authorization to administer such programs for the Office of Pollution Prevention and Toxics, and the roles of the National Program Chemicals Division (NPCD) in meeting these requirements. **(10 points)**

## 2. Oral Proposal (20 points)

The Offeror shall provide an overview of its capability to perform the contract and its task areas. At a minimum, the offeror shall:

- (i) Introduce the Offeror's team and presenting personnel and describe their roles within the team structure; and
- (ii) Explain the Offeror's approach and ability to perform all the tasks and subtasks in the Statement of Work and the Offeror's ability to integrate the work to be performed under those tasks.

## 3. Personnel (15 points)

- a. Demonstrate by means of a staffing plan, the offeror's's current capabilities to provide a staff who, as a team, can provide the areas of expertise and time availabilities required by the SOW. Where there are gaps in expertise, the staffing plan should indicate how those gaps would be filled. For each person identified, the offeror's shall submit both a summary staffing chart and current curriculum vitae that thoroughly documents expertise, identify what Tasks the person will staff, and the percent of the person's "full time equivalent" time that will be committed to the contract. **(5 points)**
- b. Indicate the availability of key personnel (project manager and deputy project manager) to be involved with the contract. Give the percent of time each individual will be available for this contract work. Identify current projects in which they are involved and the dates of termination of these projects. List the number of years each has been with the company. Also indicate how the key personnel will be retained and/or replaced by equally experienced or qualified persons, if required during the life of the contract. **(5 points)**
- c. Demonstrate level of experience of proposed project manager and deputy project manager, including education and experience in successfully

managing projects requiring diverse professional expertise required by the SOW; successfully managing budget; deadline requirements; changes in program priorities and schedules; and solving communication and coordination problems for contracts. (5 points)

**4. Past Performance (15 points)**

The Offeror's past performance evaluation will be based on the information presented on its proposal, on information obtained from the Offeror's supplied references and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the following areas, which are all of equal importance:

- a. Quality of services/supplies,
- b. Timeliness of performance,
- c. Effectiveness of management (including subcontractors),
- d. Initiative in meeting requirements,
- e. Response to Technical Direction,
- f. Responsiveness to performance problems,
- g. Cost Control,
- h. Customer satisfaction, and
- i. Overall performance.

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available will not be evaluated favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the Offeror's prior performance can be evaluated. Note: If an offeror does not submit the past performance information required, and EPA becomes aware that the Offeror, in fact, has past performance history, the offeror may be deemed ineligible for award.

**5. Facilities and Equipment (15 points)**

Offeror's's resources and facilities are adequate to support proposed project. Adequate computers with internet access and color printers, scanners, word processing, and photocopying equipment is available. There must be sufficient secure storage for documents.

**6. Corporate Qualifications and Experience (10 points)**

Demonstrate relevant corporate qualifications and experience in performing management of regulatory programs, maintenance and development of database systems. Offerors should demonstrate experience relevant to the requirements of the Statement of Work (SOW) by discussing pertinent projects, including their relations to the SOW, indicating their size, scope, and complexity, contract numbers, sponsoring agencies/ organizations, client project officers and telephone numbers.



ATTACHMENT 1

FEDERAL LEAD-BASED PAINT PROGRAM SUPPORT

## **STATEMENT OF WORK**

### **BACKGROUND**

The Office of Pollution Prevention and Toxics, Office of Prevention, Pesticides and Toxic Substances, U.S. Environmental Protection Agency (EPA), is responsible for ensuring that individuals conducting lead-based paint inspections, risk assessments, and abatements in target housing and child-occupied facilities are properly trained and certified, and that training programs providing instruction in such activities are accredited (Title IV of the Toxic Substances Control Act). EPA has established procedures for authorizing States, Territories, and Indian Tribes to implement and administer their own programs for lead-based paint activities. To date, thirty-seven States, two territories, and three Tribes have been authorized. EPA's regulations at 40 CFR Part 745, Subpart L, establish an EPA-administered lead-based paint training, certification, and accreditation program for the remaining States, Indian Tribes, and Territories that do not have EPA authorization to administer such programs. The EPA-administered program is referred to as the Federal program.

The purpose of the Federal program is to ensure that individuals conducting lead-based paint activities in target housing and child-occupied facilities are properly trained in lead-safe work practices, and that those individuals receive quality training through accredited training programs. EPA certifies individuals in five disciplines: inspector, risk assessor, supervisor, project designer, and abatement worker. Any firm that conducts lead-based paint activities must also be certified. Training providers that offer training to individuals in any of the five disciplines must be accredited.

Under the Federal program, an individual or firm wishing to become certified to conduct lead-based paint activities, or a training provider wishing to become accredited to provide lead-based paint training activities, must submit an application to EPA. The application must include supporting documentation showing that the individual, firm, or training provider meets the requirements EPA has established by regulation for becoming certified or accredited. Individual and firm certifications expire after three years, and the individual or firm must apply for re-certification to continue to perform lead-based paint activities. Training provider accreditations expire after four years, and the training provider must apply for re-accreditation if it wishes to continue to operate its training program. Each applicant must also pay a fee, the amount of which is established by regulation. The amount of the fee differs based on the type of activity the entity wishes to engage in and the number of jurisdictions in which they wish to be certified or accredited. Final decisions on whether to certify or accredit an applicant are made by Federal personnel in EPA Regions. EPA expects over the next five years to receive, on average, the



following numbers of applications per month:

Type of Application	Certification/Accreditation	Re-certification/Re-accreditation
Individual	100	60
Firm	15	30
Training Provider	2	3

To track these applications from individuals, firms, and training providers, EPA has developed the Federal Lead-based Paint Program (FLPP) Database. The FLPP Database is supported by an existing EPA Contractor and is described in Attachments 1 and 2. EPA will supply the Contractor with access to the FLPP Database. EPA requires Contractor support for entering data on applications into the Database and for using the Database to generate letters, reports, badges, and certificates. All approvals and denials of applications will remain the responsibility of EPA Regional Offices, with support from EPA Headquarters.

EPA has also developed a Third Party Exam for individuals applying for the disciplines of inspector, risk assessor, and supervisor. EPA will supply the Third Party Exam to the Contractor. EPA requires Contractor support for issuing letters authorizing qualified applicants to take the exam, administering and proctoring the exam, scoring each individual's exam, and notifying the individual and EPA of the score.

Individuals whom EPA has certified receive a badge that includes their photo. Individuals and firms that EPA has certified and training providers that EPA has accredited receive a certificate. Badges and certificates are generated from the FLPP Database. Some EPA Regional Offices choose to print their own badges and certificates. For the remaining EPA Regional Offices, the EPA requires Contractor support for printing badges and certificates from the FLPP Database.

Certified firms notify EPA Headquarters when they conduct lead-based paint abatement activities. Training providers notify EPA Headquarters prior to offering a training course ("pre-training notification") and after the course has been conducted ("post-training notification"). Notification may be submitted electronically, or by mail or fax or via the lead notification Central Data Exchange (CDX). EPA requires Contractor support in entering data on all notification forms submitted by mail or by fax into the FLPP Database. Also, EPA requires Contractor support to pre-register certified firms and accredited training providers to use the CDX system.

## **OBJECTIVE**

The Contractor shall support the Federal program by processing applications for training

provider accreditation and re-accreditation and for individual and firm certification and re-certification using the FLPP Database. The Contractor shall administer the EPA Third Party Exam to individuals applying for the disciplines of inspector, risk assessor, and supervisor. The Contractor shall confirm receipt of application fees and exam fees and produce and distribute badges and certificates for certified individuals and firms and accredited training providers. The Contractor shall process notifications of lead-based paint abatement activities and training and pre-register CDX users. The Contractor shall establish an information help line to answer specific questions about an individual, firm, or training provider application.

There are areas in this contract where the Contractor may be required to provide electronic and information technology (EIT) as defined in EPA Order 2100.1. These areas in the SOW will be marked as areas which need to be in compliance with Section 508, Rehabilitation Act.

### **SCOPE OF WORK**

The Contractor shall perform tasks in the following areas: Processing applications for training provider accreditation and re-accreditation and for individual and firm certification and re-certification using the FLPP Database; administering the Third Party Exams; confirming application fees and exam fees; producing and distributing badges and certificates; operating the Information Help Line; and reports and communication.

### **DELINEATION OF TASKS**

#### **Task 1. Supporting Training Provider Accreditation and Re-accreditation, and Individual and Firm Certification and Re-certification**

##### **Subtask A: Processing Applications Using the FLPP Database**

- a. The Contractor shall mail training provider accreditation/re-accreditation and individual and firm certification/re-certification application packages (forms and instructions) upon request of the Government and the public. (Applicant request of documents may be by telephone information help line, fax, mail or email.)

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0001</i>	<i>Mail Requested Application Package</i>	<i>60</i>	<i>2400</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>			

**Note 1:** EPA Headquarters will supply the Contractor with the application packages.

**Note 2:** Applicants submit their applications to EPA Headquarters in Washington DC.

- b.** The Contractor shall send a daily courier to EPA Headquarters at 1200 Pennsylvania Ave., NW, Washington DC, Monday through Friday, excluding Federal holidays, to pick up applications and other documents.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0002</i>	<i>Courier Services</i>	<i>180</i>	<i>300</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>			

- c.** The Contractor shall establish a paper and electronic file at the Contractor's facilities for each applicant. The Contractor shall store the entire contents of application package(s) from that applicant in the file.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0003</i>	<i>Establish Paper/ Electronic file(s)</i>	<i>60</i>	<i>2400</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>			

**Note 3:** EPA Headquarters will provide the Contractor with access to the FLPP Database.

**Note 4:** The Contractor must provide a scanner for scanning the entire application including photos, signatures and documents into the FLPP Database.

- d.** The Contractor shall process applications for certification and re-certification submitted by individuals and firms, and applications for accreditation and re-accreditation submitted by training providers, using the FLPP Database. The Contractor shall scan the entire application into the FLPP Database. Operating requirements of the FLPP Database are set out in Attachments 1 and 2. The Contractor shall send "Status" letter to applicant within 3 business days of receipt of application.

*Individual Certification Applications:*

<i>Minimum Estimated</i>	<i>Maximum Estimated</i>
------------------------------	------------------------------

	<u>Description</u>	<u>Quantity</u>	<u>Quantity</u>
CLIN 0004AA	Inspector	600	3000
CLIN 0004AB	Risk Assessor	600	3000
CLIN 0004AC	Supervisor	600	3000
CLIN 0004AD	Project Designer	600	3000
CLIN 0004AE	Worker	600	3000
CLIN 0004AF	Individual - Multi	600	3000
	Jurisdictional		

(Minimum and Maximum quantities are estimates per year)

*Individual Re-Certification Applications:*

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
CLIN 0005AA	Inspector	300	2400
CLIN 0005AB	Risk Assessor	300	2400
CLIN 0005AC	Supervisor	300	2400
CLIN 0005AD	Project Designer	300	2400
CLIN 0005AE	Worker	300	2400
CLIN 0005AF	Individual - Multi	300	2400
	Jurisdictional		

(Minimum and Maximum quantities are estimates per year)

*Firm Certification Applications:*

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
CLIN 0006AA	Firm	120	1200
CLIN 0006AB	Firm - Multi	120	1200
	Jurisdictional		

(Minimum and Maximum quantities are estimates per year)

*Firm Re-Certification Applications:*

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
CLIN 0007AA	Firm	60	1200
CLIN 0007AB	Firm - Multi	60	1200
	Jurisdictional		

(Minimum and Maximum quantities are estimates per year)

*Training Provider Accreditation Applications:*

	<u>Description</u>	<u>Minimum Estimated Quantity</u>	<u>Maximum Estimated Quantity</u>
CLIN 0008AA	Training Provider Accreditation (Non-Profit)	12	600
CLIN 0008AB	Training Provider Multi Jurisdictional Accreditation (Non-Profit)	12	600
CLIN 0008AC	Training Provider Accreditation (Commercial)	12	600
CLIN 0008AD	Training Provider Multi Jurisdictional Accreditation (Commercial)	12	600

*(Minimum and Maximum quantities are estimates per year)**Training Provider Re-Accreditation Applications:*

	<u>Description</u>	<u>Minimum Estimated Quantity</u>	<u>Maximum Estimated Quantity</u>
CLIN 0009AA	Training Provider Re-Accreditation (Non-Profit)	12	600
CLIN 0009AB	Training Provider Multi Jurisdictional Re-Accreditation (Non-Profit)	12	600
CLIN 0009AC	Training Provider Re-Accreditation (Commercial)	12	600
CLIN 0009AD	Training Provider Multi Jurisdictional Re-Accreditation (Commercial)	12	600

*(Minimum and Maximum quantities are estimates per year)*

- e. When the Contractor has finished processing an application using the FLPP Database, the Contractor shall identify which EPA Regional Offices need to receive a copy of the application based on the jurisdictions in which the applicant seeks to be accredited, re-accredited, certified, or re-certified. The Contractor shall prepare a copy of the complete application package and mail or electronically send to each EPA Regional Office identified. The Contractor shall send all mail packages to EPA Regional Offices via overnight courier service.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0010</i>	<i>Mail/Electronically send completed applications to Regions</i>	<i>1200</i>	<i>9000</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>			

#### **Subtask B: Administering the Third Party Exams**

**Note 1:** EPA Headquarters will provide the Contractor with the Third Party Exams for the disciplines of risk assessor, supervisor, and inspector. EPA Headquarters will provide more than one version of an exam for each discipline.

- a. The Contractor shall administer to the individual an exam supplied by EPA that corresponds to the discipline in which the individual is applying to be certified.
- b. The Contractor shall administer the Third Party Exams only to individuals who present a letter from EPA containing a photo of the individual that authorizes the individual to take an exam. The Contractor shall use the photo in the letter to verify the identity of the individual presenting the letter.
- c. The Contractor shall provide logistical and administrative support for administering the Third Party Exams, including adequate space and materials. The Contractor shall offer the Third Party Exams in at least one location per non-authorized State or territory and at least once per month at each location for those candidates interested in taking the exams.
- d. The Contractor shall proctor the administration of the Third Party Exams. The Contractor shall score each individual's exam and shall enter an individual's score into the FLPP Database. The Contractor shall track the individual exam questions and answers for each applicant and make available to the Government upon request. The Contractor shall also report the score to the individual in writing if the applicant does not achieve a passing score

on the examination.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0011</i>	<i>Administer &amp; Proctor 3<sup>rd</sup> Party Exams</i>	<i>60</i>	<i>2400</i>

*(Minimum and Maximum quantities are estimates per year)*

*(a, b, c and d are combined into one line item.)*

**Note 2:** EPA will determine the passing score for each exam.

**Note 3:** EPA Headquarters may revise the Third Party Exams periodically but not more than once per year. The revisions will be given to the Contractor in an electronic format to upload into the Third Party Exam database.

- e. The Contractor shall administer the revised exams within four weeks of EPA Headquarters supplying the revised exams to the Contractor.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0012</i>	<i>Update Revised 3<sup>rd</sup> Party Exams</i>	<i>1</i>	<i>3</i>

*(Minimum and Maximum quantities are estimates per year)*

### **Subtask C: Confirming Application Fees and Exam Fees**

**Note 1:** Up to 4 times per month, EPA Headquarters will provide the Contractor with the Schedule of Collections. The Schedule of Collections lists fees paid for accreditation of training providers, certification of individuals and firms, and Third Party Exams administered to individuals.

- a. The Contractor shall compare the information in the Schedule of Collections to information on applicants in the FLPP Database.
- b. The Contractor shall make every effort to identify the application that should be associated with a payment.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0013</i>	<i>Confirm Application and Exam fees</i>	<i>600</i>	<i>6000</i>

*(Minimum and Maximum quantities are estimates per year)*

*(a and b are combined into one line item.)*

**Note 2:** Refunds are fees or portions of fees that need to be returned to an individual, firm, or training provider because of an overpayment, amended application, or withdrawal of the application.

- c.** The Contractor shall identify applicants who require a refund of fees and prepare a refund letter using the FLPP Database.

---

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0014</i>	<i>Identify Refunds</i>	<i>12</i>	<i>1200</i>

*(Minimum and Maximum quantities are estimates per year)*

#### **Subtask D: Producing and Distributing Badges, Certificates and Letters**

**Note 1:** Individuals whom EPA has certified will receive a badge that includes their photo. Individuals and firms that EPA has certified, and training providers that EPA has accredited, will receive a certificate. The PO will inform the Contractor which EPA Regional Offices choose to print their own badges and certificates.

- a.** For the remaining EPA Regional Offices, the Contractor shall print badges (including replacement badges) and certificates (including replacement certificates) from the FLPP Database and shall mail the badges and certificates to the EPA Regional Offices that approved the applications. The Contractor shall send all badges and certificates to EPA Regional Offices via overnight courier service.

		<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0015</i>	<i>Mail Badges, Certificates &amp; Letters</i>	<i>60</i>	<i>1200</i>



*(Minimum and Maximum quantities are estimates per year)*

- b. The Contractor shall print the badges using a badge machine provided and maintained by the Contractor. EPA has successfully used an “Eltron 520 Printer/Laminator” badge machine/printer. The Contractor shall provide a machine of equivalent capability that can create colored, double sided, laminated badges.

		<i>Minimum Estimated <u>Quantity</u></i>	<i>Maximum Estimated <u>Quantity</u></i>
<i>CLIN 0016</i>	<i><u>Description</u> Print Badges</i>	<i>60</i>	<i>3000</i>

*(Minimum and Maximum quantities are estimates per year)*

- c. The Contractor shall print certificates in color from the FLPP database.

		<i>Minimum Estimated <u>Quantity</u></i>	<i>Maximum Estimated <u>Quantity</u></i>
<i>CLIN 0017</i>	<i><u>Description</u> Print Certificates</i>	<i>60</i>	<i>3000</i>

*(Minimum and Maximum quantities are estimates per year)*

- d. The Contractor shall print letters in color from the FLPP database.

		<i>Minimum Estimated <u>Quantity</u></i>	<i>Maximum Estimated <u>Quantity</u></i>
<i>CLIN 0018</i>	<i><u>Description</u> Print Letters</i>	<i>60</i>	<i>3600</i>

*(Minimum and Maximum quantities are estimates per year)*

## **Task 2. Processing Notifications of Lead-based Paint Abatement Activities and of Training**

- Note 1:** Certified firms submit abatement notification forms to EPA Headquarters when they conduct lead-based paint abatement activities. Accredited training facilities submit notification forms to EPA Headquarters prior to offering a training course (“pre-training notification”) and after the course has been conducted (“post-training notification”). The post-training notification lists students who took a specific

training course, either on the form itself or as an attachment. Notifications may be submitted electronically, or by mail or fax. Changes to original notifications (“updated notifications”) may be submitted, on the same form as an original notification. EPA expects over the next five years to receive, on average, the following numbers of notification, training notification and post-notification forms per month:

Type of Form	Expected Monthly Forms Received
Abatement Notification	40 - 200
Pre-Training Notification	20 - 50
Post-Training Notification	10 - 25

- a. For notifications submitted by mail or fax, the Contractor shall enter the notification form, in its entirety, into the FLPP Database within 1 calendar day (excluding Saturdays, Sundays, and Federal holidays) of the Contractor receiving the notification. For notifications that change information previously submitted, the Contractor shall input into the FLPP Database only the information updated from the original notification. The Contractor shall enter this information into the FLPP database within 1 calendar day (excluding Saturdays, Sundays, and Federal holidays) of the Contractor receiving the change notification. For post-training notifications, for each student listed, the Contractor shall enter into the FLPP Database within 1 calendar day (excluding Saturdays, Sundays, and Federal holidays) the student’s first name, last name, address, date of birth, course certificate number, and course test score.

**Note 2:** Certified firms conducting abatement activities in response to a health emergency will submit emergency notifications, with attachments relevant to the emergency.

- b. The Contractor is not required to data enter attachments accompanying emergency notifications forms. The Contractor shall scan those attachments, save them, and then link them to the notification file in the FLPP Database.
- c. If a form is filled out incorrectly, the Contractor shall make a note of the errors both in the FLPP Database and on the submitted form. The Contractor shall not contact those who submit erroneous notification forms.
- d. The Contractor shall save all hard copy original notifications, updated notifications, and attachments and keep them in hard copy files. The Contractor shall file notifications by the

name of the submitter of the notification form, in chronological order. Each name shall have its own file. One file may include more than one notification.

	<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0019</i>	<i>Data enter Notification forms applications to Regions</i>	<i>12 7200</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>		
<i>(a, b, c and d are combined into one line item.)</i>		

Note 3: EPA has developed a Central Data Exchange (CDX) system to allow for certified firms and accredited training providers to submit their notification forms online directly into the FLPP Database located in the EPA National Computer Center. Accredited training providers will be required to provide written notification via mail, email or fax to the Contractor requesting to pre-register to use the CDX system. Accredited training providers must submit their contact information using their accreditation/certification information (unique numbers assigned by the delegated authorities) to authenticate their “contact information”. Firms will be mailed instructions to register online.

- e. The Contractor shall validate the name of the senders of the request against the responsible parties identified in the FLPP Database.

	<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0020</i>	<i>Validate CDX 12 user names</i>	<i>7200</i>
<i>(Minimum and Maximum quantities are estimates per year)</i>		

- f. The Contractor shall follow up inconsistencies by phone from the Contractor for additional verification prior to pre-registration.

	<i>Minimum Estimated Quantity</i>	<i>Maximum Estimated Quantity</i>
<i>CLIN 0021</i>	<i>Follow-up Inconsistencies of CDX user names</i>	<i>12 7200</i>

*(Minimum and Maximum quantities are estimates per year)*

- g.** The Contractor shall perform a mass mailing to all accredited training providers and certified firms, identified in the FLPP Database, requesting validation of contact information to support the authentication process for pre-registration to use the Lead Notifications CDX system.

	<u>Description</u>	<u>Minimum Estimated Quantity</u>	<u>Maximum Estimated Quantity</u>
CLIN 0022	Perform mass Mailing to CDX Users	3	

*(Minimum and Maximum quantities are estimates per year)*

- h.** The Contractor shall receive e-mails or mail from accredited training providers (with applicable accreditation) requesting on-line submission of lead notification form(s). The Contractor shall validate the submitted contact data or request additional information to complete the validation process.

	<u>Description</u>	<u>Minimum Estimated Quantity</u>	<u>Maximum Estimated Quantity</u>
CLIN 0023	Compete Validation Process for CDX Users	12	7200

*(Minimum and Maximum quantities are estimates per year)*

- Note 4:** Potential CDX users must have their contact information validated by the Contractor with information located in the FLPP database to complete the validation process.

- i.** Upon completion of the validation process of the potential CDX user, the Contractor shall notify the CDX Help Desk (in a specified format) for pre-registering accredited training providers to use the Lead notification CDX system.

	<u>Description</u>	<u>Minimum Estimated Quantity</u>	<u>Maximum Estimated Quantity</u>
CLIN 0024	Notify CDX Help	12	7200

*Desk when CDX  
users are validated  
(Minimum and Maximum quantities are estimates per year)*

- j. The Contractor shall quarterly review the contact information of accredited training providers and certified firms from the FLPP Database and notify the CDX Help Desk to add, change or remove accredited training providers and certified firms from the CDX system.

	<i><u>Description</u></i>	<i><u>Minimum Estimated Quantity</u></i>	<i><u>Maximum Estimated Quantity</u></i>
CLIN 0025	Quarterly Review of CDX user's contact information	4	3200

*(Minimum and Maximum quantities are estimates per year)*

**Task 3.        Operation of the Information Help Line**

- a. The Contractor shall operate a telephone Information Help Line to answer questions about how to apply for certification or accreditation, how to complete the application, and the status of an individual, firm, or training provider application. EPA expects a maximum of 800 calls per month.
- b. The Contractor shall operate the Information Help Line Monday through Friday, from 9:00 am - 6:00 pm, Eastern Standard Time or Daylight Savings Time, (whichever is in effect) excluding all Federal holidays. The Contractor shall be available during these hours to personally receive and respond to telephone calls in English and Spanish. The Contractor shall maintain a voice message system during off hours, to notify the caller that the Help Line is closed and allow callers the option of leaving a message. This message shall be in operation 24 hours a day to provide routine information, in English and Spanish, via recorded message.
- c. The Contractor shall answer all application process questions. All other questions regarding the Federal program shall be referred to the National Lead Information Center at 1-800-424-LEAD.
- d. Staff shall be properly trained to provide timely, accurate, complete, and courteous responses.

- e. The Contractor shall also receive information requests via a fax number. The fax line shall be available 24 hours a day.
- f. The Contractor shall provide sufficient toll-free lines to meet anticipated demand of up to 500 contacts (calls, faxes) per month.

Description  
*CLIN 0026 Information Help*  
*Line*  
*(No minimum and maximum quantities needed. Service performed throughout the year)*

- g. Each month, the Contractor shall deliver to EPA a report containing the following information:
  - i. Number of calls received.
  - ii. Number of calls answered.
  - iii. Number of Spanish-speaking calls.
  - iv. Number of callers that chose to leave a voice mail message.
  - v. Number of calls abandoned.
  - vi. Abandon rate.
  - vii. Average time caller is on hold.
  - viii. Average talk time per call.
  - ix. Hot topics and implementation problems, as defined by the PO.

#### **Task 4. Reports and Communication**

- a. The Contractor shall deliver the monthly report required by this Contract in electronic and hard copy formats by the tenth day of the month following the reporting period.
- b. The Contractor shall communicate with the Project Officer as needed or weekly by telephone to resolve technical questions, issues, and problems relevant to the operation of the hotline and to ensure appropriate information exchange. The Contractor shall attend quarterly meetings or participate in conference calls at the request of the Project Officer.
- c. The Contractor shall notify the Contracting Officer and Project Officer in writing if the performance criteria in this SOW are not met or if any performance problems are experienced any time during the contract period. Once performance issues have been identified, the Contractor shall immediately take action addressing and/or correcting those issues.

- d. The Contractor shall include the following in the Monthly report:
- i. Reporting requirements from Task 3 (g.).
  - ii. Technical questions, issues, problems and solutions by the Contractor.
  - iii. Performance issues identified and solutions by the Contractor.
  - iv. Number of certificates issued.
  - v. Number of badges and replacement badges issued.
  - vi. Number of applicants who failed exam(s).
  - vii. Number of applicants who listed enforcement related information on application.
  - viii. Number applicants requesting refunds.

Description  
 CLIN 0027      *Monthly Report*  
 (No minimum and maximum quantities needed. Service performed throughout the year)

#### **Task 5.      Maintenance of Records**

The Contractor is responsible for all records created and shall maintain a complete data set of records created under all the Tasks. All hard copies of information received by the Contractor under the Tasks are the property of the Government and shall be safely maintained by the Contractor at the Contractor's facility. The Contractor shall keep a report showing the status of the creation and maintenance of records. The data must be active and available for Government representatives who may from time to time examine these records. The Contractor will be given one calendar day's notice of such visits. At the end of the contract the Contractor shall deliver all the records to EPA Headquarters.

Description  
 CLIN 0028      *Maintenance of Records*  
 (No minimum and maximum quantities needed. Service performed throughout the year)

#### **ACCEPTANCE CRITERIA FOR FIVE (5) PERFORMANCE TASKS**

<b>Performance Task(s) Deliverables</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Surveillance Method</b>

<b>1 through 4 (*) Delivery of services and reports</b>	<b>Timeliness (*)</b>	<b>Tasks must be performed within established time frames in the Statement of Work and/or each Task Order</b>	<b>Random check</b>
<b>1 and 2 Data entry into the FLPP database</b>	<b>Accuracy (**)</b>	<b>Data entry into FLPP database must be performed 99% correctly</b>	<b>Random check</b>

\*Task 1 deliverable is processing application (individual, firm and training provider) into FLPP database sending the “Status “ letter within 3 business days of receipt of application;

\*Task 2 deliverable is processing notification and training form(s) into FLPP database within 1 business day of receipt of form(s);

\*Task 3 and Task 4 deliverable is a report on the operation of information help line, technical issues and any activities due to the Project Officer the 10<sup>th</sup> of each month; and

\*\*Accuracy denotes error percentage entry for all data reported into the FLPP database for Tasks 1 and 2.

### **INSPECTION AND ACCEPTANCE PROCEDURE CRITERIA**

All products shall be submitted to the PO or Alternate PO for review (see task descriptions and schedule of deliverables). The Contractor shall submit monthly progress reports to the PO and Alternate PO.

All deliverables will be provided to the PO or Alternate PO in a draft version so as to allow sufficient time for review. Comments provided by the PO or Alternative PO will be incorporated into the deliverable and a final version developed. Reports/deliverables shall be delivered in hard copy.

The Government will conduct a semi-annual review of the Contractor’s performance under each active task order for this Contract. If the Government determines, based on this review, that



some or all of the Contractor's performance has been deficient, the Government will withhold amounts from a single subsequent invoice for that task order. These amounts will be calculated based on the determined percentage of deficient performance for the semi-annual review period (see below). For example, if the Government determines that the Contractor's performance of a task is sufficient 90% of the time over a 6 month review period, the Government will calculate 3% of the fixed price line item cost for that task for the 6 month period, and will deduct that amount from a single subsequent invoice for that task order.

<u>Performance Standard:</u>	<u>Percentage:</u>	<u>Payment Application:</u>	<u>Applicable Tasks:</u>
Timeliness	100%	0 % Deduction	1 through 4
	99% - 95%	2 % deduction	“ ”
	94% - 90%	3 % deduction	“ ”
	less than 90%	5 % deduction	“ ”
Accuracy	99%	0 % deduction	1 and 2
	97% - 95%	2 % deduction	“ ”
	94% - 90%	3 % deduction	“ ”
	less than 90 %	5 % deduction	“ ”

ATTACHMENT 2

PROPOSAL PREPARATION INSTRUCTIONS

## **PREPARATION OF WRITTEN PROPOSALS / ORAL PRESENTATIONS**

The U.S. Environmental Protection Agency will award this contract based on a combination of written proposals and oral presentations.

### **PART I**

#### **INSTRUCTIONS FOR PREPARATION OF WRITTEN PROPOSALS**

Responses submitted for this request for proposals (RFP) should follow the format and content contained in the instructions below. These instructions are tailored to the process and the evaluation criteria in Section M.3 "Evaluation Factors for Award" that will be utilized during proposal evaluation. Any inconsistencies between the various sections of an Offeror's response must be fully explained. A significant inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the work required and their ability to perform the contract.

The Offeror's response should demonstrate their understanding of this procurement and capability for performance in a concise, logical manner and should not contain superfluous material which is not directly related to this procurement.

#### **A. INTRODUCTION:**

In accordance with the instructions below, each Offeror should submit seven (7) sets (i.e., 1 clearly marked original, plus 6 copies with each Part and/or section of information under a separate tab divider) of the following information in response to this request for proposals.

**Cover Letter/Executive Summary:** (Not to exceed 2 pages) - A brief summary of the Offeror's capabilities in regards to this specific solicitation (must be within the page limitation).

**Section I - Offer:** Executed Standard Form (SF) 33 and appropriate RFP SECTION fill-in information, including SECTION K, signed by an authorized organizational representative (see paragraph B below for more information).

**Section II - Written Technical / Staffing:** Written information outlining the Offeror's technical approach to performing the work specified in the SOW - including experience, past performance, and staff capability and availability. (see paragraph C below for more information).

**Section III - Proposed Costs/Business Information:** This section shall include: (1) proposed costs, cost breakdowns, and written information and rationale supporting the offeror's proposed costs, and (2) written information relating to business and financial responsibility as outlined by

the general standards under FAR, Subpart 9.104-1, including information on financial resources, and the adequacy of accounting systems for use in administering the proposed type of contract.

All offerors submitting a proposal should conform to the instructions and rules of SECTION L in this solicitation. If an Offeror does not understand these instructions, then they should write to the Contracting Officer for clarification in accordance with "L.10 Technical Questions, EP 52.215-110" as referenced earlier to get an answer in time to meet the solicitation deadline. Contractors shall prepare a succinct written proposal that addresses the work described in the Statement of Work (technical approach), a schedule of deliverables, and a budget .

Contractors shall include pricing information for each line item and for the total effort that clearly displays wage rates, labor hours, Other Direct Costs, and any anticipated travel expenditures.

Contractors shall provide supporting documentation that: (1) describes how the organization meets the required qualifications, including a description of the organization's experience as it relates to the evaluation criteria; (2) supports their ability to perform these tasks; (3) provides resumes of the personnel proposed for assignment to the project with a staffing plan, (4) provides at least 3 (and at most 10 references) that can be contacted to support past performance of similar work (see Attachment #5 of the RFP—"Past Performance Questionnaire"), and (5) provides a list of publications of project personnel that may be of relevance to this work.

Proposals (not including resumes) shall not exceed 20 pages and shall be submitted on 8½ by 11 inch paper, except for foldouts used for charts, tables, appendices or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered 2 pages. Margins (excluding headers and footers) shall be no less than 1 inch on both sides, top and bottom of the page. Regular text print type shall not be less than 10 points or more than 12 character per inch, and shall not exceed 6 lines to the vertical inch. Pages beyond the stated page limitation will not be evaluated or reviewed.

*\*Questions concerning the proposal/quotation preparation are to be submitted via e-mail to the Contracting Officer (CO) immediately. The e-mail should be directed to both minjack.robert@epa.gov and bishop.kerri@epa.gov*

**B. OFFER (SECTION I).** Only the following shall be included in this section:

1. RFP Section A, Standard Form (SF) 33, "Solicitation, Offer, and Award," blocks 12 through 18;
2. RFP Section B and H, "Fixed Prices/Indefinite Delivery Indefinite Quantity", "Option

to Extend the Term of the Contract–Fixed Priced type contract”, “Option to Extend the Effective Period of the Contract - Indefinite Delivery/Indefinite Quantity” with the Offeror’s insertions of its proposed prices in the appropriate blank spaces for each contract line item on which the Offeror is making a proposal.

3. RFP Section H, “Key Personnel,” with the Offeror’s insertions of its proposed key personnel in the appropriate space;
4. RFP Section K, “Representations, certifications, and other statements of Offerors or quoters.”
5. Statement, Briefly (not to exceed 1 page) state your agreement to all the terms and conditions of the contract resulting from this solicitation, which consists of RFP sections A through K, including all documents, exhibits and other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions.

\*Note: Offerors should not reproduce the entire contents of RFP Sections B through K. Only include those items necessary to evaluate the proposal.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the contract (i.e., RFP Sections A through K).

If an Offeror intends to make an alternate proposal of terms and conditions that differ from or supplement those contained in the contract, then the Offeror must state those alternate terms and conditions in a letter attached to the offer. By making an alternate proposal the Offeror may, either intentionally or inadvertently, render its proposal unacceptable, unless the RFP expressly states that the Government will entertain an alternative proposal with regard to a specific term or condition of the request for proposals. In the absence of discussions, the Government will give offerors no opportunity to modify their proposals to eliminate deficiencies.

## **C. WRITTEN TECHNICAL / STAFFING - (SECTION II)**

Offerors should concentrate on the specialized technical requirements outlined in the Statement of Work (Attachment #1) and the Evaluation Criteria of SECTION M for this solicitation in the preparation of their written technical proposal. For Part II, the Offeror must prepare and submit the following:

1. Technical Approach -

- (i) Demonstrate a thorough understanding of each Task of the SOW by creating a technical proposal addressing how the Contractor will accomplish each Task. The proposal should address the following: what is to be done, project designs with possible milestones, staffing, schedules in elapsed work days, support systems, transportation needs, potential problems/solutions, Quality Control/Quality Assurance measures and techniques, Conflict of Interests screening, and possible products.
- (ii) Demonstrate understanding of Title IV of the Toxic Substances Control Act (TSCA) and EPA's regulation at 40 CFR Part 745, Subpart L, "Lead; Requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities; Final Rule" and their requirements for EPA's administered lead-based paint training, certification, and accreditation program for States, Indian Tribes, and Territories that do not have EPA authorization to administer such programs for the Office of Pollution Prevention and Toxics, and the roles of the National Program Chemicals Division (NPCD) in meeting these requirements.

2. Past Performance Reference Matrix.

Provide a Past Performance Reference Matrix in accordance with Section L.10 Clause entitled "Past Performance Information (EPAAR 1552.215-75) (Oct 2000)." A Past Performance Questionnaire is provided as Attachment #4 to this RFP.

The Offeror's past performance evaluation will be based on the information presented in its proposal, on information obtained from the Offeror's supplied references and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the following areas, which are all of equal importance:

- c. Quality of services/supplies,
- d. Timeliness of performance,
- e. Effectiveness of management (including subcontractors),
- f. Initiative in meeting requirements,
- g. Response to Technical Direction,
- h. Responsiveness to performance problems,
- i. Cost Control,
- j. Customer satisfaction, and
- k. Overall performance.

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available will not be evaluated favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the Offeror's prior performance can be evaluated. Note: If an offeror does not submit the past performance information required, and EPA becomes aware that the Offeror, in fact, has past performance history, the offeror may be deemed ineligible for award.

The offeror shall send Client Authorization Letters (see Section J, Attachment #5 of the solicitation) to each reference listed in their proposal (at least 3 and at most 10). With each Client Authorization Letter, the offeror shall send the Past Performance Questionnaire. The Past Performance Questionnaire shall be used by the offeror to elicit information from previous clients (federal, state, local, or commercial clients) to evaluate the qualitative factors identified above and in Section M. These qualitative factors will be used in evaluating the quality of past performance. The offeror shall list all past performance references (at least 3 and at most 10) in their proposal, however, the Government reserves the right to use past performance information obtained from sources other than those identified by the offeror.

The offeror shall complete the top portion of page one of the Past Performance Questionnaire and shall send one copy of the questionnaire directly to the client company's (or agency's) Program Manager (or other corporate representative). This should be done within five (5) days after release of the solicitation. The offeror shall request the client's Program Manager (or other corporate representative) to complete the questionnaire and forward it to the following address no later than ten (10) days after the proposal due date for this solicitation:

Robert M. Minjack, Contracting Officer  
Program Contract Service Center  
U.S. Environmental Protection Agency (OAM-3803R)  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

The Government reserves the right to seek clarification for the responses submitted by the client. It also reserves the right to seek additional information from the client if the Government feels it will help it in its past performance review.

Questionnaires that have not been submitted by the above date will not be considered in the evaluation of past performance, but late questionnaires will not render the entire proposal late as defined in FAR Part 15. The offeror should provide a list of clients who are expected to submit a completed questionnaire.

3. Proposed Key Personnel and Staffing/Resumes.

- (i) Proposed Key Personnel are those persons, employed by the Offeror, who will occupy any of the following positions or perform any of the following duties during the term of the prospective contract.

*Project Manager*

*Deputy Project Manager*

Demonstrate level of experience of proposed project manager and deputy project manager, including education and experience in successfully managing projects requiring diverse professional expertise required by the SOW; successfully managing budget; deadline requirements; changes in program priorities and schedules; and solving communication and coordination problems for contracts.

Indicate the availability of key personnel to be involved with the contract. Give the percent of time each individual will be available for this contract work. Identify current projects in which they are involved and the dates of termination of these projects. List the number of years each has been with the company. Present any additional factors which will demonstrate that the key personnel are likely to be available during the life of this contract. Also indicate how key personnel will be replaced by equally experienced or qualified persons, if required.

Resumes for key personnel (limited to 3 pages per resume) shall include education completed, and briefly/concisely identify verifiable experiences with emphasis on skills and experiences directly related and relevant to this solicitation that will allow them to effectively serve in leadership roles as the Offeror performs work under this solicitation.

- (ii) Staffing. Provide/ briefly (not to exceed 6 pages) discuss:

- (A) Briefly (not to exceed 1 page) state your intentions for providing staff other than key personnel.
- (B) Include as part of the staffing proposal a matrix outlining staff availability and overall time commitment for all other projects.
- (C) Demonstrate by means of a staffing plan, the offeror's's current



capabilities to provide a staff who, as a team, can provide the areas of expertise and time availabilities required by the SOW. Where there are gaps in expertise, the staffing plan should indicate how those gaps would be filled. For each person identified in the staffing plan, a current curriculum vitae that thoroughly documents the individual's education, experience, and expertise, and identifies what tasks the person will staff, and the percent of the person's "full time equivalent" time that will be committed to the contract.

4. Facilities and Equipment

Demonstrate how resources and facilities are adequate to support the proposed project. Offerors should make sure that adequate computers with internet access and color printers, scanners, word processing, and photocopying equipment are available. There must be sufficient secure storage for documents.

5. Corporate Qualifications and Experience

Demonstrate relevant corporate qualifications and experience in performing management of regulatory programs, maintenance and development of database systems. Offerors should demonstrate experience relevant to the requirements of the Statement of Work (SOW) by discussing pertinent projects, including their relations to the SOW, indicating their size, scope, and complexity, contract numbers, sponsoring agencies/organizations, client project officers and telephone numbers. Please include this information in your "Past Performance" section.

## **D. PROPOSED COSTS / BUSINESS INFORMATION**

1. Cost/Price Information: Adequate price competition is expected to exist, and this action is therefore exempt from the requirement for submission of cost or pricing data. In submitting your proposal, you must include an index, appropriately referenced, of all the pricing data and information accompanying or identified in the proposal.

Any information submitted must support the price proposed. Include sufficient detail or cross-reference to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanation or supporting rationale as needed to permit the Government to evaluate the documentation. Such information is not considered cost or pricing data, and will not require certification in accordance with FAR 15.403-1.

Offerors shall submit a budget summary for the entire 60 month contract period of performance,

and a separate summary for each year. Budget summaries shall clearly identify the following information as applicable:

(a) Submit your price breakdowns using Standard Form (SF) 1448 and a spreadsheet (preferably in Lotus 1-2-3 format, however Excel formatting is also acceptable). Submit your price information as follows:

- (i) A completed and signed summary SF-1448, summarizing the base period and all option years, with backup supporting details on a spreadsheet.
- (ii) For the base period and for each year, provide a year summary on a SF-1448, with backup supporting details on a spreadsheet.

2. Cost Reasonableness: Submit with your proposal any information, or rationale, necessary to determine the reasonableness of your price/cost, including, the nature and amount of any contingencies included in the proposed price.

3. Offeror shall, at a minimum, briefly address the following areas:

- (i) Labor Rates: Indicating the types or categories of labor being proposed together with labor hours for each category, indicating rate of compensation. State the number of any additional direct labor (new hires) will be required during the performance period of this acquisition.
- (ii) Productive Hours: Provide your definition of productive hours and how vacation, sick and other types of leave are accounted for and charged.
- (iii) Indirect Rates: Discuss your proposed rates and your ceiling rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded the contract?
- (iv) Escalation: Include escalation in your labor rates and identify yearly increases.
- (v) Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the subcontractor shall be furnished:
  - (1) Name and address of the subcontractor or consultant.

- (2) Identify the individuals' name, positions and the portion of work to be conducted by the subcontractor or consultant

---

***Note:*** The offeror is advised of the language in the Section I Clause 52.219-14 "Limitations on Subcontracting" paragraph (b)(1) which states that under a contract for services "at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern." The proposals should realistically demonstrate how the offeror will be able to comply with this clause. Please also note that consultants are considered subcontractors and not employees of the prime. Therefore, consultants are considered as part of the work being subcontracted.

- (3) Cost/price proposal ( use SF 1448 with supporting information as necessary).
- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.
- (5) A cost or price analysis of each subcontractor/consultant proposal as required under FAR 15.404-3.

*\*Include the percentage of subcontracting in terms of direct productive hours and in dollars.*

- (vi) Contingencies: In addition, submit any information reasonably required to explain your cost/price proposal including the nature and amount of any contingencies included in the proposed cost/price.
- (vii) Other Direct Costs: In your proposals, offerors are to include any other ODCs by category, task and year, based on their proposal.
- (viii) Profit: Indicate profit by line item as well as total contract.

4. Other Divisions: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy.

5. Right of Examination: In accordance with FAR 52.215-2, “Audit and Records - Negotiation,” the U.S. EPA reserves the right to perform adequate evaluations as necessary to determine reasonableness.
6. Facilities Capital and Cost of Money: If you intend to claim facilities capital and cost of money as a cost element of your proposal, you must complete and include form CASB-CMF in your cost proposal. Form CASB-CMF is not required of offerors who submit the form to support forward pricing rate agreements or who otherwise make annual submissions of the form to U.S. EPA or a cognizant administrative or auditing office.
7. IT Services/Equipment: If contractor-owned (including leased/rented) IT services are anticipated in carrying out the requirements of the project, the information shall be documented by the contractor on a separate sheet of paper and returned with the SF-1448. If there will be no contractor owned equipment/software utilized, so indicate in the proposal.

## **PART II**

### **INSTRUCTIONS FOR ORAL PRESENTATIONS**

#### ***A. Introduction***

For the purposes of this part of the source selection process, an oral presentation is a real-time audio and visual presentation of proposal information in response to the solicitation. The regulatory guidance covering the use of oral presentations can be found at FAR 15.102–“Oral Presentations”. The oral presentations will be evaluated as stated in Section M.3 “Evaluation Factors for Award.”

#### ***B. Purpose***

The oral presentation is a test to enable the evaluation board to assess each Offeror’s relative level of familiarity with and understanding for the work that it would perform under the prospective contract. The Offeror’s representatives must show by their presentation and by their answers to the Government’s questions that they understand the Government’s requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.

#### ***C. Oral Proposal Instructions***

- (1) Oral Presentation Transparencies: All Offerors will be required to provide 7 copies of the transparencies at the beginning of their oral presentation. Guidelines for transparency preparation are provided in following sections.

(2) Schedule: Oral presentations will occur during a work week approximately two to three weeks after the due date for submitting written proposals (as specified in Box 9 of the Solicitation–Standard Form 33), unless otherwise directed by the Government. The Contracting Officer will schedule all oral presentations as close together as possible, on a random basis, and will notify each offeror of the scheduled date, time, and location of its presentation. The offeror must make its oral presentation in accordance with these instructions and any additional instructions that the Contracting Officer may provide. Oral presentations are not subject to the rules for late submission of proposals stated in FAR 52.215-1(c)(3). An offeror's oral presentation may be rescheduled at the sole discretion of the Contracting Officer.

The total time scheduled for oral presentations is one and one half hours. Presentations for Understanding and Approach are not to exceed sixty (60) minutes. After the presentation for understanding and approach, there will be thirty (30) minutes allowed for any clarification, the Government may have regarding the offeror's presentation. The Government does not intend to conduct discussions during the oral presentations. Any questions asked during the thirty (30) minute period are clarifications and shall not be considered discussions as defined in FAR 15.306. The Government will videotape the oral presentations. A copy of the videotaped oral presentation will not be provided to the offeror.

(3) Participation and Attendance: At a minimum, the Offeror's presenter(s) must include the Offerors' proposed key personnel (i.e. Project Manager, Deputy Project Manager). The offeror may not use a professional speaker or consultant to make its presentation. The offeror may send no more than 5 representatives to the oral presentation.

(4) Questions: During the presentation the Government's representatives will not interrupt the offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the offeror in any dialogue.

The Government will not solicit or entertain revisions to the offeror's oral presentation or to its answers to questions, either as a part of any revision to an offer, including a final offer, or independently.

(5) Topics. During the oral presentation, the Offeror shall provide an overview of its capability to perform the contract and its task areas, based on the evaluation factor #2 stated in Section M of the RFP.

(6) Presentation Media. Offerors may use overhead slides (transparencies) or Microsoft Powerpoint (or similar software) to make their oral presentation. If offerors choose to use overhead slides, no more than 20, 8 ½ inch by 11 inch, slides may be used. Any slides over the limit of 20 will not be considered. The Government will provide an overhead projector for the Offeror's use, however, the offeror is responsible for assigning one of the presenting team

members to flip the view graphs. Offerors choosing to use Microsoft Powerpoint to make their oral presentation must provide their own laptops. No more than 20 slides may be used in its presentation. The offeror is discouraged from developing an overly elaborate presentation or presentation materials. With the exception of providing copies of the slides for the technical panel, the offeror may not present or distribute any additional documentation (such as manuals, handbooks, guides, etc.) which may or may not have been referenced during the presentation.

The overhead and powerpoint slides should conform to the following specifications:

- (i) Text slides:
  - Color: Optional
  - Font: Times New Roman/Arial
  - Margins: 1 inch
  - Heading font size: 44 points
  - Subheading font size: 32 point
  - Number of lines : No more than eight lines (total including headers, footers & text bullets) per slide
  - Line font size: No smaller than 28 points
  - Supplemental notes: none permitted
- (ii) Graphic slides:
  - Color: Optional
  - Heading font size: 44 points
  - Margins: 1 inch
  - Caption font size: no smaller than 18 points

Slides that do not comply with the above specifications will not be considered.

The offeror shall submit 7 sets (an original plus 6 copies) of its overhead or powerpoint slides with its written proposal. These sets shall be provided in paper, 8 ½ inches by 11 inches, and in landscape orientation. The offeror must number the pages and bind each set in a three-ring loose leaf binder. In order to ensure the integrity of the source selection process, the offeror shall use the slides submitted to the Government with its proposal when making its oral presentation, without any alteration. The evaluation board may review the copies of the slides prior to the presentation. The offeror may submit no other documentation for its oral presentation. When evaluating the offeror's oral presentation the Government will consider only those overhead slides (from the slides submitted with the written proposal) that were actually projected and addressed by the offeror during its presentation. The Contracting Officer will not permit the offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U. S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From To; Weight Government B/L Number** - insert for supply contracts.



- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

# INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U. S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

---

**NOTE:**

Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system

### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system

#### RESUBM SSI ONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension

notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

## SOURCE SELECTION SENSITIVE INFORMATION

Name of offeror: \_\_\_\_\_

Contract Information  
(supplied by offeror)

Name of Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

The ratings below are supplied by the contractor identified above, NOT the offeror.

N/A - Not Applicable

**5 - Exceptional-** Performance meets contract requirements and significantly exceeds contract requirements to the Government's benefit. For example, the contractor implemented innovative or business process reengineering techniques, which resulted in added value to the Government. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**4 - Very Good-** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**3 - Satisfactory-** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the contractor appear satisfactory, or completed corrective actions were satisfactory.

**2 - Marginal-** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has submitted minimal corrective actions, if any. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**1 - Unsatisfactory-** Performance does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious



problem(s) for which the contractor’s corrective actions appear or were ineffective.

**0 - Incompetent-** Performance never meets contractual requirements and damages have resulted from performance. The contractual performance of the element or sub-element is totally insufficient and without merit.

Performance Elements	0	1	2	3	4	5
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						
8. Customer Satisfaction						
9. Overall Performance						

10. Remarks on outstanding performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

11. Remarks on unsatisfactory performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

---

---

---

12. Please identify any corporate affiliations with the offeror.

---

---

---

---

13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

14. Information provided by:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address (Street and P.O. Box): \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Time of Call: \_\_\_\_\_  
Date Information provided: \_\_\_\_\_

15. Questionnaire completed by:

Name of EPA Employee: \_\_\_\_\_  
Signature of EPA Employee: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Questionnaire Completed: \_\_\_\_\_

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

**Client Authorization Letter**

**(Note: For the maximum of ten (10) clients who are listed as references and who are requested to fill out the past performance questionnaire)**

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-04-10462 for the procurement of Federal Lead-Based Paint Program Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. Accordingly, you are requested to fill out the attached Past Performance Questionnaire and forward it to the following address no later than 10 days after (insert the proposal due date):

Robert Minjack, Contracting Officer  
Program Contract Service Center  
US Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington DC 20460

Additionally, EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information. If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(offeror's point-of-contact)

Sincerely,

Attachment (4) Past Performance Questionnaire

ATTACHMENT 6

ATTACHMENTS #1 AND #2 FOR STATEMENT OF WORK

## FLPP Quick Reference

# Using the Federal Lead-based Paint Program Database System—Contractor Staff

Contractor staff members are responsible for logging and entering data from applications, reviewing fees, performing administrative and technical review, generating status letters, sending information to regions, generating exam letters, and in some cases generating badges and certificates.

### About the home page

The home page for contractor staff displays four areas: Activities, Pending Tasks, Snapshot, and Current Activity. These areas help you identify what needs to be done for specific applications, track the status of applications, and see how all EPA regions (or just one) and contractor staff are progressing with application reviews.

The top bar of the home page provides links to advanced search, printing, and logging out of the FLPP database system. This top bar is available on all pages throughout FLPP.

The **Go To** picklist lets you search all applications for an applicant name, applicant ID, or application ID. In the next box, type the information for your search, then click the **Go** button. The results of your search will appear.

To return to the home page, click the **Home** link beside the EPA logo.

**Activities** shows the types of tasks you can perform at any time. By using this system, you can:

- Log applications
- View applications
- Review exam results, payments
- Record payments, refund requests, withdrawals, and downgrade requests
- Re-generate letters, certificates, and badges
- Generate reports
- Update the user profile (user name, password, etc.)
- Process refunds
- Log notifications and historical applications

Home | Go To   | [Advanced Search](#) | [Print](#) | [Logout](#)

### FLPP Contractor Home Page

**Activities**

- [Log Applications](#)
- [View Applications](#)
- [Review Exam Results](#)
- [Record Payments](#)
- [Review Refund Requests](#)
- [Record Withdrawals](#)
- [Record Undeliverable Letters](#)
- [Record Downgrade Request](#)
- [Re-Generate Documents](#)
- [Log Notifications](#)
- [Log Historical Apps](#)
- [View Notifications](#)
- [View Historical Apps](#)
- [Generate Reports](#)
- [Update User Profile](#)

**Pending Tasks**


- Enter Applications: 0
- Review Applications: 7
- Generate Status Letters: 4
- Send to Regions: 0
- Generate Exam Letters: 0
- Record Exam Results: 0
- Confirm Payments: 8
- Mystery Payments: 0
- Generate Return Letters: 3
- Generate Withdrawal Letters: 0
- Generate Reminder Letters: 2
- Process Refund Requests: 0
- Generate Certificates: 1
- Generate Badges: 0
- Generate Replacement Letters: 7
- Generate Replacement Certificates: 4
- Generate Replacement Badges: 3

**Snapshot** (Regional counts are based on Lead Region)
   

- Applications Received: 16
- Applications Entered: 16
- Applications Returned: 0
- Cert/Accred Approved: 3
- Cert/Accred Disapproved: 0
- Applications Processed: 1
- Average time to Process: 2 days
- Fees Processed: \$ 11,550
- Refunds Processed: \$ 0

**Current Activity** (Regional counts are based on Lead Region)
  

- Applications Under Review by Contractor: 7
- Applications Waiting for Applicant Response: 0
- Applications Under Review by Lead Region: 0
- Cert/Accred Waiting for Region Concurrence: 0
- Cert/Accred Approved, Pending Fees/Exams: 1
- Approval/Disapproval Letters Ready for Printing: 0
- Certificates Ready for Printing: 1
- Badges Ready for Printing: 0
- Application Return Letters Ready for Printing: 3

**Pending Tasks** are Activities that your office needs to complete. As applications move through the review process, the number of pending tasks for each activity will change. The links under Pending Tasks will list the items to be processed for that particular activity. This ensures that applications are processed, and are not lost in the system. If there are no numbers displayed under

## FLPP Quick Reference

Pending Tasks, you have no pending tasks.

**Snapshot** shows a cumulative running total of applications that have reached certain stages in the process. If you click the link for Applications Received, for example, you will see a list of those applications, and can click to see further information. The Region, Type, and Date picklists let you see applications that meet the criteria that you selected in these picklists.

To see the status of applications in a specific region, choose that region. The list will automatically update and display the numbers where the selected region is the Lead Region.

You also can limit the list to show only applications from individuals, firms, or training providers, and for this month, this year, or all received to date.

**Current Activity** works much the same way as Snapshot. It shows the status of tasks in process with the regions or the support contractor. It allows you to see which applications are in each status. As with the Snapshot, Current Activity has Region and Type picklists that you can use to see just the applications that are in a single region (or all regions).

**Snapshot** (Regional counts are based on Lead Region)

All Regions ▾ All Types ▾ All To Date ▾

Applications Received: 23  
 Applications Entered: 19  
 Applications Returned: 5  
 Cert/Accred Approved: 12  
 Cert/Accred Disapproved: 3  
 Applications Processed: 14  
 Average time to Process: 34 days  
 Fees Processed: \$5685  
 Refunds Processed: \$0

**Current Activity** (Regional counts are based on Lead Region)

All Regions ▾ All Types ▾

Applications Under Review by Contractor: 1  
 Applications Waiting for Applicant Response: 1  
 Applications Under Review by Lead Region: 0  
 Cert/Accred Waiting for Region Concurrence: 0  
 Cert/Accred Approved, Pending Fees/Exams: 0  
 Approval/Disapproval Letters Ready for Printing: 0  
 Certificates Ready for Printing: 0  
 Badges Ready for Printing: 0  
 Application Return Letters Ready for Printing: 0

### Viewing applications

If you click **View Applications**, a list of all applications appears. Click the Application ID number of the application you wish to see. FLPP will display the application information.

**Note:** this type of window is used throughout the FLPP database system to show you the applications and let you choose which one you wish to review.

### Logging an application

When you click **Log Applications**, the Log Application page appears. Select the applicant type and the application type from the picklists provided. Type the applicant's name and other key information in the boxes provided.

Record the three dates shown. The Postmark Date shows when the applicant mailed the application. The EPA Date Received shows when an

Home | Reports | Go To Applicant Name ▾ Go | Advanced Search | Print | Logout

Home | Reports | Go To Applicant Name ▾ Go | Advanced Search | Print | Logout

**Log Application**

Please Enter Applicant's Basic Information

Applicant Type: Individual ▾

Application Type: Initial Certification ▾

Last Name: Doe

First Name: Jane

Middle Name: R.

Company Name: Acme, Inc.

SSN: 123 - 45 - 6789

Postmark Date: January ▾ 1 ▾ 2003 ▾

EPA Date Received: January ▾ 6 ▾ 2003 ▾

Contractor Date Received: January ▾ 8 ▾ 2003 ▾

Comments:  
 Type a comment here.

Check for Matches Clear Fields

**FLPP Quick F**

EPA employee opened the envelope. The Contractor Date Received shows when the contractor received the application from EPA.

Use the Comments field to describe:

- Situations where a date was not legible or not provided.
- Other issues related to the receipt of the application.

Click the **Check for Matches** button to find previous records for this applicant and continue the logging process. Click the **Clear Fields** button to clear the data and type another set of application data.

When you check for matches, FLPP lists any matching applicants found in its database. This allows you to associate certification amendments, re-certifications, replacement badges, and other applications with existing applicants.

The screenshot shows the 'Log Application' page. At the top, there is a navigation bar with links: Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout. Below this, the page title is 'Log Application'. A section titled 'The following applicants met your search criteria' contains a table with columns: Applicant Name, City, State, SSN, and Company Name. The table has one row with the following data: Select, Doe, Jane R., 123-45-6789, Acme, Inc. Below the table is a button labeled 'Create a new Applicant'. Another section titled 'Search Criteria' contains a form with the following fields: Name: Jane R. Doe, Company Name: Acme, Inc., and SSN: 123-45-6789. At the bottom of this section is a button labeled 'Refine Search'.

If FLPP shows a matching applicant, click the **Select** button beside the match. FLPP shows that the application is logged and associated with the applicant.

The screenshot shows the 'Log Application' page. At the top, there is a navigation bar with links: Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout. Below this, the page title is 'Log Application'. A section titled 'Application 27 logged and associated with applicant 15 successfully.' contains a button labeled 'Log Another Application' and a button labeled 'Go to the Application Entry Page'.

If none of the applicants is a match, you can either search again, or create a new applicant. To search again, click the **Refine Search** button. The Log Applications form appears, and you can revise the information originally typed.

If the applicant's information is not in FLPP, click the **Create a new Applicant** button. FLPP will add the applicant's information to the database.

On the page that appears, click the **Log Another Application** button to log

The screenshot shows the 'Log Application' page. At the top, there is a navigation bar with links: Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout. Below this, the page title is 'Log Application'. A section titled 'No applicants were found that matched your search criteria.' contains a button labeled 'Create a new Applicant'. Another section titled 'Search Criteria' contains a form with the following fields: Name: Jane R. Doe, Company Name: Acme, Inc., and SSN: 012-34-5678. At the bottom of this section is a button labeled 'Refine Search'.



---

**FLPP Quick Reference**

---

another application, or click the **Go to the Application Entry Page** button to continue with the present application.

## FLPP Quick Reference

### Entering application information into FLPP

The application data entry page appears when you click the **Go to the Application Entry Page** button.

The page title will vary depending on the applicant type and the application type. This example shows the Individual form.

The application data entry page also appears if you click the **Enter Applications** link in the Pending section on the Home page.

To edit information on the page, click the **Edit** button that appears on the right.

The dates for the postmark, EPA receipt, and Contractor receipt were recorded when the application was logged. FLPP displays that information automatically.

The application type shown is what was selected when the application was logged. To change an application type to another type in the case of data entry error, you must do so before the application is submitted. Otherwise, change the type by clicking the **Change** button and selecting the correct application type.

To add the states or locations where the applicant plans to perform work, and the disciplines in which the applicant plans to perform, click the **Add Jurisdiction(s) and Discipline(s)** button.

On the page that appears, select the jurisdictions where the applicant plans to perform work. To select two or more jurisdictions, press the Control key as you click the jurisdictions. Next, select one or more checkboxes to reflect the disciplines the applicant will perform. Click the **Add** button to save your entries.

Jurisdiction	Inspector	Supervisor	Risk Assessor	Project Designer	Abatement Worker
Michigan					
Minnesota					
Mississippi					
Missouri					
Montana					
Nebraska					
Nevada					
New Hampshire					
New Jersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Mexico					
New York					
North Carolina					
North Dakota					
Ohio					
Oklahoma					

Ctrl-Click to select multiple jurisdictions

The Application tab appears and displays the jurisdictions and disciplines you selected.

- ! The selections you make in the checkboxes apply to all of the jurisdictions you select. To add a jurisdiction with different discipline selections, click the **Add** button, then click the **Add Jurisdiction(s) and Discipline(s)** button.

Jurisdiction	Inspector	Supervisor	Risk Assessor	Project Designer	Abatement Worker	Action
New Jersey*	Non-Applicable					<input type="button" value="Remove"/>
New York	<input checked="" type="checkbox"/>					<input type="button" value="Remove"/>

\* Represents Non-Applicable Jurisdiction

Exam Fee Entered by Applicant: \$2500

Total Fee Entered by Applicant: \$35

---

**FLPP Quick Reference**

---

The window will appear again, and you can select the jurisdiction and appropriate disciplines.

Some jurisdictions appear as Non-Applicable, meaning that the states, not EPA, run the inspection program in that jurisdiction.

EPA-run jurisdictions are:

Alaska	Nevada	Wyoming	Region 8 Tribal Lands
American Samoa	New Mexico	Region 1 Tribal Lands	Region 9 Tribal Lands
Arizona	New York	Region 2 Tribal Lands	Region 10 Tribal Lands
Florida	North Dakota	Region 3 Tribal Lands	
Guam	South Carolina	Region 4 Tribal Lands	
Hawaii	South Dakota	Region 5 Tribal Lands	
Idaho	Virgin Islands	Region 6 Tribal Lands	
Montana	Washington	Region 7 Tribal Lands	

Other U.S. jurisdictions have their own certification process. The applicant must contact those jurisdictions directly. The applicant will be informed of any non-applicable jurisdictions in the status letter.

---

**FLPP Quick Reference**

---

Type the exam fee and total fee entered by the applicant in the boxes provided.

---

## FLPP Quick Reference

---

### Applicant Information

## FLPP Quick Reference

Type the applicant's information from the form in the boxes provided. FLPP provides some information, such as the applicant's name and Social Security Number, based on the application log completed previously, or from previous applications for the same applicant.

If the applicant does not provide all of the information, leave the information blank.

**B. Applicant Information**

Name:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Doe Jane R.
	Mr. Mrs. Ms. Last First Middle
Previous and/or Maiden Name:	
Business Phone:	(841) 555-1212 ext. 1234
Home Phone:	(841) 555-2121
Optional Contact Name:	John Roe
Optional Contact Phone:	(841) 555-1212
Home Address:	1313 Mockingbird Lane Anytown NJ 07083-1234
Lead Region:	Region 2
Company Name:	Acme, Inc.
Company Address:	5 Morning Glory Circle Anyburg NJ 07084-1234
Applicant's Email:	jane.doe@acme.net
Mail Correspondence or Badge To:	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Company <input type="checkbox"/> Other
Other Address:	
SSN:	012-34-5678
DOB:	January 1 1960
Race/Ethnicity:	Not Specified
Country of Legal Residence:	USA
Gender:	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female
Height:	5 Feet 4 Inches
Weight:	145 Lbs
Eye Color:	Brown
Hair Color:	Brown

### Adding data using pop-up windows

As you type the applicant's information into FLPP, you will see **Add** buttons. When you click these buttons, a pop-up window will appear. The pop-up window allows you to add multiple jurisdictions, disciplines, trainings, and other information to the application. The Add Reciprocity pop-up window at right shows how these windows appear.

Once you have typed the data, click the

**C. Reciprocity**

Do you hold a current lead-based paint certification issued by an EPA-authorized state, U.S. territory, or Indian tribe?

☒ Yes ☐ No

Discipline	Jurisdiction	Expiration Date	Action
Add Reciprocity			

**Add Reciprocity**

Jurisdiction	Inspector	Supervisor	Risk Assessor	Project Designer	Abatement Worker	Expiration Date
New Jersey <small>Ctrl-Click to select multiple jurisdictions</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	January 1 2005
Initial Certification						Add Cancel

## FLPP Quick Reference

**Add** button. The pop-up window will close, and the data will appear on the application page.

### Lead-Based Paint Activity Violations

If the applicant has lead-based paint violations, select the **Yes** checkbox and type an explanation. If the applicant has no violations, select the **No** checkbox.

**F. Lead-Based Paint Activity Violations**

Do you have any past, present, or pending lead-based paint activity violations of EPA, state, U.S. territory, or Indian tribal land(s) regulations?

☒ Yes ☐ No

**Explanation**

Add explanation here.

### Additional Information

Type additional information from the application in the box provided.

### Signature

If the applicant signed the application, select the **Yes** checkbox and choose the date signed using the drop-down list boxes. If the applicant failed to date the application, do not select a date. Select the **No** button if the applicant failed to sign the application.

**G. Additional Information**

**Additional Information**

Type additional information here.

**H. Signature**

Signed by Applicant: ☒ Yes ☐ No

Date Signed: January 2 2003

Save Submit for Review Cancel

Click the **Save** button to save the application without submitting it for review. Click the **Submit for Review** button to move the application to the next phase for administrative and technical review. Once you submit the application for review, the other tabs on the page become active. Click the **Cancel** button to close the window without saving your work.

### Fees Review tab

Click **Fees Review** to see fee information for the application.

The **Certification Fees** area shows the discipline, jurisdiction fees, and amount owed. To proceed, click the **Edit** button.

The **Record/Assign Fees**, **Submit**, and **Cancel** buttons appear. When you click the **Record/Assign Fees** button, the Payment Vehicle page appears. Use the Payment Vehicle page to record the information from the payment vehicle attached to the application.

**Individual -- Initial Certification**

Applicant ID: 2  
Applicant: Doe, Jane R.  
1313 Mockingbird Lane  
Anytown, NJ 07022  
(123) 456-7890

>> Application ID: 2  
Overall Completeness: Pending Review

[View Comments](#)  
[Add Comments](#)  
[Applicant Summary Page](#)

**Application Fees Review Administrative Review Technical Review EPA Region Review Certification Summary**

**Fees Status:** Not Verified [Edit](#)

**Certification Fees**

Discipline	1st Jurisdiction Fee	Additional Jurisdiction Fee(s)	Amount Owed	Amount Assigned	Date Verified	Date Confirmed
Inspector	\$ 400	\$ 0	\$ 400			

**Payment Vehicle**

**Search for Payment Vehicle**

Remitter: Acme Corp.

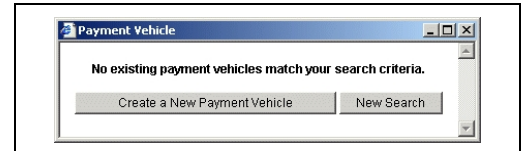
Payment Number: 0001  
(check number, money order number, etc.)

Search for Matches Clear Fields

## FLPP Quick Reference

Type the remitter and payment number in the boxes provided, then click the **Search for Matches** button. If the payment vehicle has already been recorded, a listing would be displayed and the appropriate vehicle can be selected.

If there are no matches, click the **Create a New Payment Vehicle** button. If the payment vehicle had already been recorded, a listing would have been displayed and the appropriate vehicle could be selected.



On the Record Payment Vehicle window, type the information about the company, the date paid, and the amount shown on the payment vehicle. Add comments that appear on the payment vehicle in the box provided.

Click the **Save** button to save your work and close the window. Click the **Save & Assign Fees** button to save and assign the fees for this application to the payment vehicle. Click the **Cancel** button to close the window without saving your work.

If you click the **Save & Assign Fees** button, a page appears where you can automatically assign the fees from the payment vehicle. Click the **Auto Assign Fees** button to allocate funds from the payment vehicle to the amounts owed, by discipline. You also can type in the amount to assign.

Once you have assigned fees, click the **Save** button to save your work. Click the **Cancel** button to close the window without saving your work.

Discipline	Amount Owed	Amount Assigned	Amount Assigned to This Payment Vehicle
Inspector	\$ 400		\$400

Auto Assign Fees

Save Cancel



## FLPP Quick Reference

Once you have assigned fees, FLPP will display the date verified if the payment vehicle is sufficient to cover the fees owed. The associated payment vehicle will be shown on the page. On the Fees Review tab, click the **Submit** button. You can still review and edit the Fees Review tab once you click the **Submit** button.

Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout

Individual -- Initial Certification

Applicant ID: 2 >> Application ID: 2  
 Applicant: Doe, Jane R. Overall Completeness: Pending Review  
 1313 Mockingbird Lane  
 Anytown, NJ 07022  
 (123) 456-7890

[View Comments](#)  
[Add Comments](#)  
[Applicant Summary Page](#)

Application Fees Review Administrative Review Technical Review EPA Region Review Certification Summary

Fees Status: Verified

Certification Fees

Discipline	1st Jurisdiction Fee	Additional Jurisdiction Fee(s)	Amount Owed	Amount Assigned	Date Verified	Date Confirmed
Inspector	\$ 400	\$ 0	\$ 400	\$ 400	02/28/2003	

Associated Payment Vehicles

Remitter	Payment #	Payment Amount	Assigned Amount	Date Confirmed
Acme Corp.	0001	\$ 2,535	\$ 400	

Record/Assign Fees Submit Cancel

### Administrative Review tab

FLPP checks the data for completeness. The Administrative Review page lists the types of information required to certify the applicant. A green checkmark denotes information that is present in FLPP. A red X marks information that is missing in FLPP.

If FLPP requires manual data entry to confirm whether information is present, it displays a dash. Click the **Edit** button to mark whether the applicant submitted these items with their application. FLPP replaces the dashes with checkboxes. Click the checkbox to show whether or not the items were provided.

Click the **Submit** button when finished. All rows must have a checkbox value in order to submit. When the Administrative Review is submitted, FLPP will determine the Administrative status of the

Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout

Individual -- Initial Certification

Applicant ID: 2 >> Application ID: 2  
 Applicant: Doe, Jane R. Overall Completeness: Pending Review  
 1313 Mockingbird Lane  
 Anytown, NJ 07022  
 (123) 456-7890

[View Comments](#)  
[Add Comments](#)  
[Applicant Summary Page](#)

Application Fees Review Administrative Review Technical Review EPA Region Review Certification Summary

Administrative Status: Pending Review [Edit](#)

A. General Information

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application type
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Discipline(s)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	EPA jurisdiction(s)
<input type="checkbox"/>	<input type="checkbox"/>	Copy of payment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verification of sufficient fees paid

B. Applicant Information

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	First name
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Last name
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business phone / Home phone
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Home address
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Social security number
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date of birth
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Country of Legal residence
<input type="checkbox"/>	<input type="checkbox"/>	Photos: two clear, front view, full face, identical, recent, passport-sized, not retouched, head & shoulders

C. Lead-Based Paint Activity Violations / Debarment

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indication of any past, present, or pending Lead-Based Paint activity violations
<input type="checkbox"/>	<input type="checkbox"/>	Debarment check performed
<input type="checkbox"/>	<input type="checkbox"/>	Debarment check passed

D. Signature

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Applicant signature
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date signed

## FLPP Quick Reference

application: Complete if all checkmarks are Yes, or Incomplete if any are No.

For individual applications, if a photo and signature were provided, these images must be uploaded before the administrative review can be submitted.

### Technical Review tab

The Technical Review tab applies only to individual and training provider applications.

FLPP checks the application information. Information that is present is marked with a green check. Information that is missing is marked with a red X.

Click the **Edit** button to complete the manual checklist items.

Click the **Submit** button when finished.

When the Technical Review is submitted, FLPP will determine the Technical status of each discipline or course. If all items for a discipline or course are checked as Yes, the status will be Complete. If any items are checked as No, the status will be Incomplete.

Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout

### Individual -- Initial Certification

Applicant ID: 2      >> Application ID: 2  
 Applicant: Doe, Jane R.      Overall Completeness: Pending Review  
 1313 Mockingbird Lane  
 Anytown, NJ 07022  
 (123) 456-7890

[View Comments](#)  
[Add Comments](#)  
[Applicant Summary Page](#)

Application   Fees Review   Administrative Review   **Technical Review**   EPA Region Review   Certification Summary

**Technical Status by Discipline:**  
 Inspector: Pending Review

**INITIAL EPA APPLICANT - INSPECTOR**

- ✓ Reciprocity state/tribe
- ✓ Reciprocity certificate expiration date

### Generating a Status Letter

Once the Administrative and Technical reviews are done, you will be able to generate a status letter.

To generate a status letter, go to the Home page and, in the Pending Tasks list, click the **Generate Status Letters** link. A list of the applications that have gone through the data entry and review process will appear.

Home | Go To | Applicant Name | Go | Advanced Search | Print | Logout

### FLPP Contractor Home Page

**Activities**

- Log Applications
- View Applications
- Review Exam Results
- Record Payments
- Review Payments
- Record Refund Requests
- Review Refund Requests
- Record Withdrawals
- Record Undeliverable Letters
- Record Downgrade Request
- Re-Generate Documents
- Log Notifications
- Log Historical Apps
- View Notifications
- View Historical Apps

**Pending Tasks**

All Types

- Enter Applications: 0
- Review Applications: 7
- Generate Status Letters: 4
- Send to Regions: 0
- Generate Exam Letters: 0
- Record Exam Results: 0
- Confirm Payments: 8
- Mystery Payments: 0
- Generate Return Letters: 3
- Generate Withdrawal Letters: 0
- Generate Reminder Letters: 2
- Process Refund Requests: 0
- Generate Certificates: 1
- Generate Badges: 0

**Snapshot** (Regional counts are based on Lead Region)

All Regions | All Types | All To Date

- Applications Received: 16
- Applications Entered: 16
- Applications Returned: 0
- Cert/Accred Approved: 3
- Cert/Accred Disapproved: 0
- Applications Processed: 1
- Average time to Process: 2 days
- Fees Processed: \$ 11,550
- Refunds Processed: \$ 0

**Current Activity** (Regional counts are based on Lead Region)

All Regions | All Types

- Applications Under Review by Contractor: 7
- Applications Waiting for Applicant Response: 0

On the Generate Status Letters page, click the checkbox for the status letter you wish to generate. To select all the checkboxes, click the **Select** checkbox that appears in the header.

Home | Reports | Go To | Applicant Name | Go | Advanced Search | Print | Logout

### Generate Status Letters

All Types

Status Letters to Generate: 3

Select	Application ID	Applicant Name	Application Status	Applicant Type	City	State
<input checked="" type="checkbox"/>	2	Doe, Jane R.	Admin Complete/Tech Complete	Individual	Westport	CT
<input type="checkbox"/>	21	Test 26-1, D T	Admin Incomplete/Tech Complete	Individual	ny	NY
<input type="checkbox"/>	28	Test 27-2, D T	Admin Complete/Tech Complete	Individual	ny	NY

Print Letters    Print Mailing Labels    Mark as Sent

## FLPP Quick Reference

Click the appropriate button to print letters or mailing labels. A new page will display the letter or mailing label. Click the **Print** button to print a copy. Note that if the application's administrative status and all technical statuses are complete, FLPP generates the Complete letter. Otherwise, FLPP generates the Incomplete letter, indicating that the applicant has 30 days to provide the missing items.

Click the **Mark as Sent** button to indicate in FLPP that the letter and mailing label have been generated and sent to the applicant.

If the applicant provides more data after you send the Incomplete letter, open the application and type in the additional information. When you click the **Submit** button on the tabs, a pop-up message will provide the option to click **Additional Information Received** and provide a comment.

### Send to Regions

The region(s) must approve the application.

You can send the application to the regional office for review once the application meets one of the following criteria:

- Once the Administrative Review and Technical Review statuses are complete.

—or—

- More than 30 days have passed since the status letter was sent and the Administrative Review is complete.

If the application is for two or more EPA-administered jurisdictions, the application must be sent to each applicable region.

To see the applications that need to be forwarded to the regions for review, go to the Home Page and review the Pending Tasks. Click the **Send to Regions** link. On the page that appears, click the checkbox to select the application to be sent, then click the **Mark as Sent** button.

**FLPP Contractor Home Page**

**Activities**

- [Log Applications](#)
- [View Applications](#)
- [Record Payments](#)
- [Review Payments](#)
- [Record Refund Requests](#)
- [Review Refund Requests](#)
- [Record Withdrawals](#)
- [Record Downgrade Request](#)
- [Re-Generate Letters](#)
- [Re-Generate Certificates](#)
- [Re-Generate Badges](#)
- [Attach Scanned Documents](#)
- [Generate Reports](#)
- [Update User Profile](#)

**Pending Tasks**

All Types

- Enter Applications: 9
- Review Applications: 4
- Generate Exam Letters: 0
- Generate Status Letters: 2
- Generate Return Letters: 0
- Generate Withdrawal Letters: 3
- Send to Regions: 1
- Record Exam Results: 1
- Confirm Payments: 8
- Mystery Payments: 3
- Process Refund Requests: 0
- Generate Certificates: 0
- Generate Badges: 0

**Snapshot** (Regional counts are based on Lead Region)

All Regions | All Types | All To Date

- Applications Received: 33
- Applications Entered: 24
- Applications Returned: 2
- Cert/Accred Approved: 10
- Cert/Accred Disapproved: 5
- Applications Processed: 11
- Average time to Process: 70 days
- Fees Processed: \$10480
- Refunds Processed: \$0

**Current Activity** (Regional counts are based on Lead Region)

All Regions | All Types

- Applications Under Review by Contractor: 4
- Applications Waiting for Applicant Response: 0
- Applications Under Review by Lead Region: 1
- Cert/Accred Waiting for Region Concurrence: 0
- Cert/Accred Approved, Pending Fees/Exams: 3
- Approval/Disapproval Letters Ready for Printing: 0
- Certificates Ready for Printing: 0
- Badges Ready for Printing: 0
- Application Return Letters Ready for Printing: 0

**Send Application to Regions**

All Types

Applications Ready to Send to Regions: 1

Select	Application ID	EPA Region	Applicant Name	Applicant Type	City	State
<input checked="" type="checkbox"/>	2	2	Doe, Jane R.	Individual	Anytown	NJ

Mark as Sent

- ! Once you send the application to the regional office for review, you cannot edit information on the Application or Review tabs.

## FLPP Quick Reference

### Generate Exam Letters, Record Exam Results, Confirm Fees (Pending Tasks)

Once the application review is finished and the status letter has been generated, you can generate exam letters, record exam results, and confirm fees. These are all tasks that appear on the Home page in the Pending list.

Exam letters can be generated for any individual requesting certification in a discipline requiring an exam. When exam results are received from the test centers, these can be recorded using the Record Exam Results pending task.

Confirming fees consists of recording the SOC date and DM number, which are provided on a report from the Treasury department.

When the application has been recommended for approval and the fees are confirmed and exams passed, the application will be available for generating badge and certificates. The contractor will only need to generate badges and certificates for the regions that do not have this capability.

### Processing refunds

Click **Review Refund Requests** on the Home page. The **Refund Requests** page appears. Click the refund number of the request you wish to see. [Note: The refund process is being revised. More details will be provided when changes are completed.]



Refund ID	Requester Name	Organization	Amount Requested	Amount Assigned	Refund Status
1	James Hanson	Altech Inc.	1500		Requested

### Generating reports

Reporting capabilities are not available at this time. This is because many of the reports that are necessary now will no longer be needed. Through consultation with the Contractor and Region personnel, we will determine what reports are still necessary. The reports that will be created are the refund and mystery fee reports. Both of these reports will be available through the FLPP system.

## Basic Activities for Processing an FLPP Application

- Log Application – record basic information about applicant
  - System will look for other applications for the same applicant – required for entry of valid amendments, re-certifications and replacement badges
- Enter Application – perform data entry on Application tab
  - Save if you are not done with the data entry and want to do an interim save
  - Submit for Review when you are done with the data entry and ready to move to Review phase
- Fees Review tab
  - Click on Edit, then Record/Assign fees to record the payment vehicle for the application.
  - Enter the payment vehicle information then click on Save and Assign Fees to associate the payment vehicle with the application. Click on Auto Assign Fees to distribute the money among the fees owed.
  - Submit when finished assigning fees. Fees will be Verified if the payment vehicle is sufficient to cover the fees owed.
- Administrative Review tab
  - All system-generated checks will be indicated with a green check or a red X.
  - Click on Edit to complete the manual checklist items.
  - Click on Submit when finished.
  - Administrative status will be Complete if all items have a checkmark, or Incomplete if there are any x's.
- Technical Review tab (for individual and training applications only)
  - All system-generated checks will be indicated with a green check or a red X.
  - Click on Edit to complete the manual checklist items.
  - Click on Submit when finished.
  - Technical status for each discipline will be Complete if all items for the discipline have a checkmark, or Incomplete if there are any x's for the discipline.
- Generate Status Letter
  - All applications that have gone through the data entry and review process will be ready for generating a status letter.
  - If both Administrative status and all of the Technical statuses are Complete, the Complete letter will be generated. Otherwise, the Incomplete letter will be generated, indicating that the applicant has 30 days to provide the missing items.
    - If additional data is received after Incomplete letter is sent, go back to application and fill in the additional information. When Submitting on the tabs, a pop-up message will provide the option to click Additional Information Received and provide a comment.
- Send to Regions
  - Will be able to send to regions when Admin and Tech statuses are all complete or Admin is complete and it has been more than 30 days since status letter was sent.
  - The application will need to be sent to each applicable region (all regions containing a jurisdiction on the application as well as the Lead Region)
- Generate Exam Letters, Record Exam Results, Confirm Fees – note that these activities could occur any time after the application entry and review are completed, even after the lead region recommends approval. Confirming fees consists of recording the SOC date and DM number, which are provided on a report from the Treasury department.
- Generate Certificates and Badges – after certifications have been approved and an issuance date has been set by the appropriate regions, certificates and badges can be generated for regions that do not have this capability

## Detailed Notes on FLPP Application Processing for Contractors

### April 11, 2003

- Log into FLPP
  - For initial contractor review period, the URL is <http://itchk2k2.itsservices.icfconsulting.com/flpp/index.cfm>
  - Your user name is your first name and your last name
  - Your password is FLPP unless you change it
- Log Application
  - Not all data elements are required, but the more entered, the closer a match can be identified
  - Applicant type required and cannot be changed after logging
  - Application type can only be changed during initial data entry
  - Applicant name, postmark date and data received by EPA are required
  - Dates are validated to ensure that they are not in the future
  - When looking for a matching applicant, the system first tries to match all items, then looks for matches or near-matches on any of the items. It will indicate if any exact or partial matches were found.
  - Can select from list or create a new applicant if none match
  - If a list of matches is displayed, click on link to view Applicant Summary for more details. Click on Select to create new application for the selected Applicant.
  - Record the Application ID generated by FLPP on the application form and any associated documents.
  - Can Log Another if going through a stack to record dates or Go To the Application Entry Page to begin data entry of application
- Enter Application
  - Interface was set up for easy entry of current version of forms – older versions are in different order and have some different questions and wording
  - Please note that you do not need to record the fees by jurisdiction, discipline and course type from the application form. These fees will be calculated on the Fees Review tab.
  - If an existing applicant was selected when logging the application, some of the basic information about the applicant will be carried over from the previous application
  - Ability to change the application type is only available until you click on Submit for Review
  - Pop-up windows for adding jurisdiction/discipline info, training, experience, and other items that could have multiple entries for a single application. These can be added or removed, but not edited at this time.
  - When recording a discipline/jurisdiction, the system will indicate if that certification is non-applicable and will not assess fees for those certifications.
  - Lead Region is defaulted to location of firm and individual applicants (using home address for Individuals). However, if the applicant is in a state in Region 1 or 3, the lead region must be selected manually, since these cannot be lead regions. For Training Providers, the lead region is selected manually.
  - Data entry validation for phone numbers, zip codes, SSN provides a warning to catch typographical errors, but still allows partial values to be saved
  - Uploading scanned Photo and Signature Images – JPG files only, currently up to about 60 KB (estimated)
  - On the data entry forms, the Save button is only available until you click on Submit for Review for the first time

- Save is just an interim step – e.g., you're taking a break or done for the day, but have not completed the data entry or review
- Submit for Review moves the application along in the process by determining fees, admin or tech status, etc. It does not mean that you cannot go back and make any changes.
- You cannot access other tabs until you click on Submit for Review on the Application tab
- Entry of Dates
  - Dates are selected from picklists to ensure proper formatting. For things like date received, date postmarked, the month and year are defaulted to the current.
  - Dates are validated when saving or submitting – date signed, date of birth, employment dates, etc. cannot be in the future. Also checks to ensure valid dates (e.g., not April 31).
  - For certain items, such as employment dates, we have included the ability to indicate 'Present' for a date, if that is what was indicated on a form or during a phone call. If Present is indicated, the system will automatically set an appropriate date – using the postmark date for items on the application form, and the current date for items on the technical review page.
- Fees Review tab
  - Fees owed for the certifications and any required exams will be calculated and displayed when an application is submitted.
  - Click on Edit, then Record/Assign fees to record the payment vehicle for the application.
  - Enter the Remitter and Payment Number to determine if the payment has already been logged. If so, select the appropriate payment vehicle. If not, create a new vehicle.
  - Enter the payment vehicle information then click on Save and Assign Fees to associate the payment vehicle with the application.
  - Click on Auto Assign Fees to distribute the money among the fees owed. If the amount owed is greater than the amount of the payment vehicle, FLPP will distribute the payment as far as it can across the certification and exam fees, starting from the top.
  - Submit when finished assigning fees. Each fee will indicate a date verified if it was fully covered by the payment vehicle. The overall Fees Status will be Verified when payment vehicles have been assigned that are sufficient to cover all of the fees owed.
  - If there are multiple payment vehicles covering a single application, record and assign the additional payments in the same way described above.
- Administrative Review tab
  - The Administrative Review checklist is generated based on the type of application.
  - All system-generated checks will be indicated with a green check or a red X. These are based on data entered on the form or related to fees, and cannot be edited.
  - Click on Edit to complete the manual checklist items. These are items that require a person to verify an attachment or perform the necessary follow-up to confirm information about the application.
  - Click on Submit when finished with the Administrative Review, or Save if you still need to complete some items.
  - All checklist items must be checked either yes or no in order to Submit the Administrative Review. Additionally, a Debarment check must be performed, and if a photo and signature were provided, the images must be uploaded prior to submitting.

- The Administrative status will be Complete if all items have a checkmark, or Incomplete if there are any X's.



- Technical Review tab (for individual and training applications only)
  - The Technical Review checklist is generated based on the type of application, the disciplines or courses being applied for, and other items specific to the application, such as Reciprocity. There is no Technical Review for firms.
  - All system-generated checks will be indicated with a green check or a red X. These are based on data entered on the form and cannot be edited.
  - Click on Edit to complete the manual checklist items. These are items that require a person to verify an attachment or perform the necessary follow-up to confirm information about the application.
  - Click on Submit when finished, or Save if you still need to complete some items.
  - All checklist items must be checked either yes or no in order to Submit the Technical Review.
  - The Technical status for each discipline will be Complete if all items for the discipline or course have a checkmark, or Incomplete if there are any X's for the discipline.
- Generate Status Letter
  - All applications that have gone through the data entry and review process will be ready for generating a status letter.
  - Click on the checkbox for all applications for which you are ready to print the letter and click on Print Letters. A PDF file will be generated containing all of the selected letters, which can then be printed. The letters will also be saved to the database at this time.
    - If both Administrative status and all of the Technical statuses are Complete, a Complete letter will be generated. Otherwise, an Incomplete letter will be generated, indicating that the applicant has 30 days to provide the missing items.
    - If additional data is received after an Incomplete letter is sent, go back to application and fill in the additional information. When Submitting on the tabs, a pop-up message will provide the option to click Additional Information Received and provide a comment.
  - After printing the letters and mailing labels, you must also indicate Mark as Sent for each of the letters in order to record the date sent in the system and remove the items from this pending task list.
- Send to Regions
  - An application will be ready to send to the regions in the following situations:
    - A Complete status letter has been sent
    - An Incomplete status letter was sent, and all required additional information was received within 30 days
    - An Incomplete status letter was sent for an application with a Complete Administrative status, but the Technical status is still Incomplete after 30 days
  - The application will need to be sent to each applicable region (all regions containing a jurisdiction on the application as well as the Lead Region)
  - For all of the regions that you are sending copies of an application to, click on the checkbox for the item, then click on Mark as Sent.
  - Once an application has been sent to the regions, the contractor will no longer be able to edit information on the application or review tabs.
- Generate Exam Letters
  - After a status letter has been sent for an application that requires one or more exams, you will be able to generate the exam letter to send to the applicant. There will be one Exam letter per application, regardless of the number of exams required.

- Click on the checkbox for all applications for which you are ready to print the letter and click on Print Letters. A PDF file will be generated containing all of the selected letters, which can then be printed. The letters will also be saved to the database at this time.
- After printing the letters and mailing labels, you must also indicate Mark as Sent for each of the letters in order to record the date sent in the system and remove the items from this pending task list.
- Record Exam Results
  - As exam results are received, they can be recorded in the system using the Record Exam Results pending task option.
  - Select the appropriate applicant and discipline for which the exam was taken.
  - Record the status of the exam – whether it was passed, failed, cancelled, etc., as well as the test score, test location, and test date.
  - If an exam was failed or the applicant was a no show, they will be charged for an additional exam.
- Confirm Payments
  - As reports are received from the Treasury Department indicating that payments have been received, these are entered into FLPP in one of two ways:
    - Check the list of payments in the Confirm Payments pending task. These are payments that have been associated with one or more applications and need to be confirmed. For these payments, record the SOC date and DM number from the Treasury report.
    - Use the Record Payments activity option to enter the Remitter Name and Check Number and determine if the payment has already been recorded. If the payment exists, record the SOC date and DM number from the Treasury report. If the payment does not already exist in the system, record any information regarding the payment that is provided in the Treasury report.
- Generate Certificates and Badges
  - Once a certification has been approved by the regions, all fees and exams are confirmed, and the approval letter and issuance date have been set by the regions, the certificate and badge can be printed. Some of the regions will be printing their own certificates and badges, and others will need to be printed by the contractor. This will be determined and controlled by the system, so that only applicable items are displayed on the list.
  - To print certificates, click on the Generate Certificates pending task.
  - Click on the checkbox for all certificates that you are ready to print and click on Print Certificates. A PDF file will be generated containing all of the selected certificates, which can then be printed. The certificates will also be saved to the database at this time.
  - After printing the certificates, you must also indicate Mark as Printed for each of the certificates in order to record the date in the system and remove the item from this pending task list.
  - To print badges, select the Generate Badges pending task.
  - Click on the checkbox for all badges that you are ready to print and click on Print Certificates. The listing of badge information for the items selected will be made available for use by the badge generation software. [Additional details will be provided in a separate document.]
- Generate Other Letters
  - Other letters, such as Return, Withdrawal and Reminder Letters, will appear on the appropriate pending tasks when they are ready to be printed.

- Generate the letters using the Print Letters, Print Mailing Labels, and Mark as Sent options, as described above for other letters.
- Re-Generate Documents
  - If for any reason, you need to see a document that was sent to an applicant, or re-generate a document that was already removed from a pending task list (e.g., letter was lost or destroyed), you can access these documents using the Re-Generate Documents activity.
  - Select the type of document that you are looking for. From the listing of available documents, select the one that you would like to view or print. A PDF image of the document will be displayed, which can be viewed or printed.
- Historical Applications / Amendments / Re-certifications
  - Historical applications will be uploaded into FLPP and can also be entered manually. The data entry form for historical applications is very similar to the regular form, but only the basic applicant information and the information about the certifications is required.
  - In order to log an amendment or re-certification, a prior application for that applicant must be present in the system, either as a historical or standard application.
  - When recording the jurisdictions/disciplines/courses requested for amending or re-certification, the system will check for current certifications. If none are found, the item will be indicated as Non-Applicable and will not be processed.

## About the Federal Lead-based Paint Program Database System

The Federal Lead-based Paint Program database system (FLPP database system) will support the certification and accreditation process for lead-based paint abatement companies, trainers, and individuals in the United States.

### Benefits of the FLPP Database System

By moving to the FLPP database system, we will be able to:

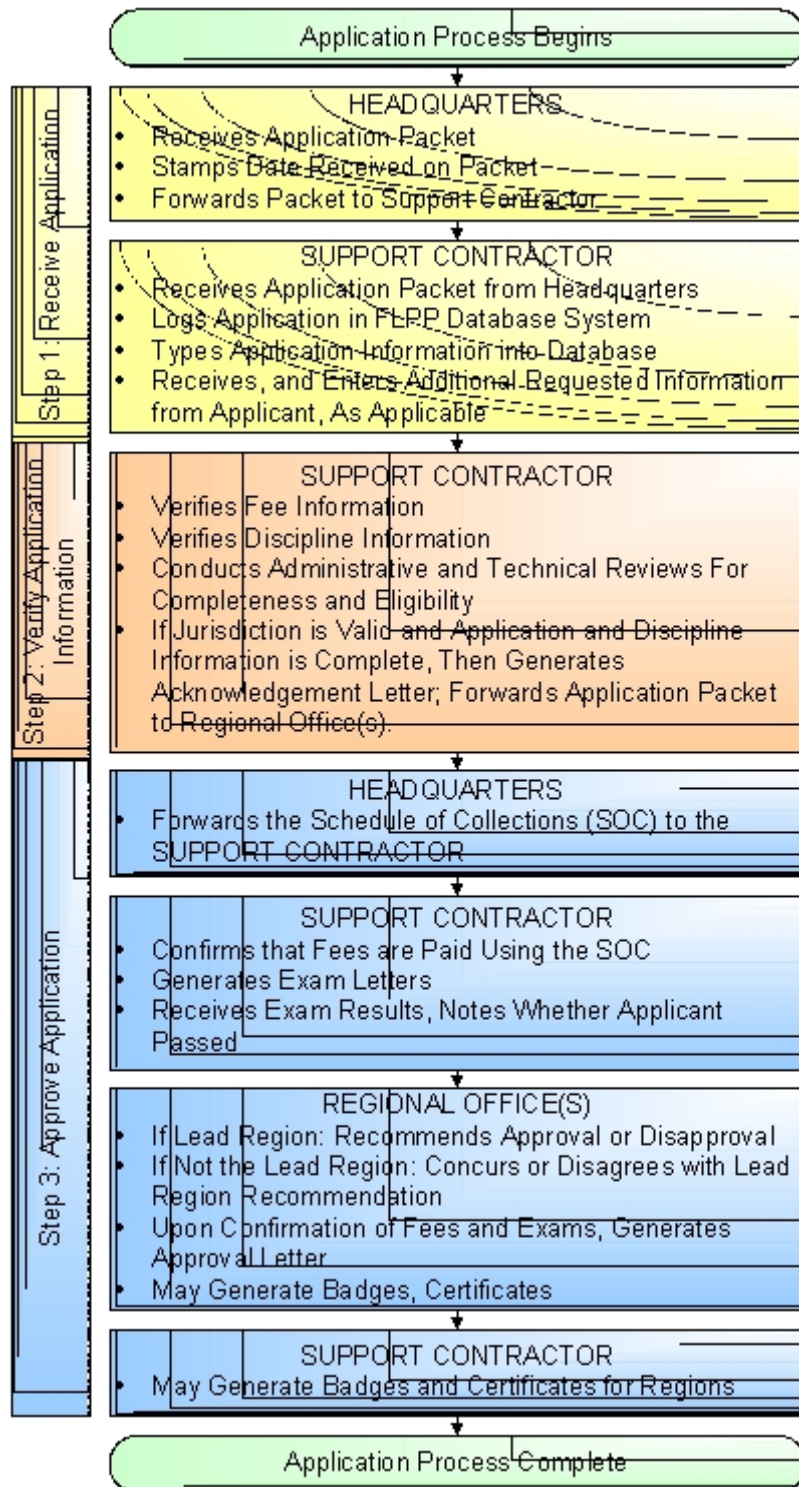
- Process applications faster and more accurately.
- Plan workloads.
- Store application information electronically, so that it is available at all times to everyone who uses it, including the regional offices and headquarters.
- See the approval status of any application, at any time.
- Access information about related applications easily.
- Ensure that all users see what's "on their plate," and eliminate situations where an application is overlooked.
- See progress and status reports.
- Access applications anywhere, while preventing unauthorized access.

### Who Will Use the FLPP Database System?

People	Tasks
EPA HQ program administrators	Stamp applications as received and send to contractor
	Track progress and report on status
	Review fees and process refunds
EPA Region staff	Review applications for accuracy and completeness
	Recommend whether to grant certification
	Process badges, certificates, approval, and disapproval letters
Contractor to EPA	Log receipt of application
	Enter application information into the FLPP database system
	Conduct an administrative review to ensure that all required documentation and fees were submitted
	Verify that the payment vehicle is sufficient to cover all fees associated with an application
	Conduct a technical review as appropriate against the qualifications required by each discipline or course type requested
	Generate the appropriate letters to the applicant depending on the completeness of the application, exams required, etc.
	Forward complete applications to the cognizant region(s) for review.
	Confirm payment vehicles received by Treasury
	Record exam results

Process badges and certificates for regions without this capability

### Summary of Application Review and Approval Process



## FLPP Processing Statuses

### Application Statuses

Logged	Application has been logged by the contractor
Pending Review	Application data entry performed, has been submitted for Administrative and Technical review
Complete	Application has passed the Administrative Review
Incomplete	Application has failed the Administrative Review
All Jurisdictions Non-Applicable	All of the jurisdictions included in the application are non-applicable
Processing Complete	All certifications for the application have been processed – approved, disapproved, withdrawn, or returned
Returned	Application was administratively incomplete and applicant did not provide requested information within 30 days – entire application is returned
Withdrawn	Applicant has requested that all certifications for the application be withdrawn
Invalid	Application is for an Amendment or Re-Certification, but no prior certifications can be located for the applicant

### Certification Statuses

Pending Review	Application data entry is complete, has been submitted for review – all certifications will be Pending Review
Complete	Discipline or course type for the certification has passed the Technical Review
Incomplete	Discipline or course type for the certification has failed the Technical Review
Non-Applicable Jurisdiction	Jurisdiction indicated for the certification is non-applicable (not an EPA-run jurisdiction)
Recommend Approval	Lead Region has recommended approval of the discipline/course type (or whole application, in the case of firms)
Recommend Disapproval	Lead Region has recommended disapproval of the discipline/course type (or whole application, in the case of firms)
Approval Pending Confirmation	All other applicable regions have concurred with the Lead Region recommendation for approval, but not all fees have been confirmed and/or exams passed
Prepare Approval	All other applicable regions have concurred with the Lead Region recommendation for approval, and all fees have been confirmed and exams passed
Prepare Disapproval	All other applicable regions have concurred with the Lead Region recommendation for disapproval
Approved	Issuance date has been set for the application
Disapproved	Certification was recommended for disapproval and disapproval letter has been sent
Expired	Current date is beyond expiration date for the certification.
Returned	Certification was returned to applicant.
Withdrawn	Applicant requested withdrawal of certification.

### Exam Statuses

Required	Exam is required
Passed	Exam has been passed

---

Failed First Time	Exam has been failed for the first time
Failed Second Time	Exam has been failed for the second time
Failed Third Time	Exam has been failed for the third time
Cancelled	Applicant cancelled the exam
No Show	Applicant did not take scheduled exam
<b>Fee Statuses</b>	
Verified	Payment vehicle is attached and is sufficient to cover the required certification and exam fees for the application
Not Verified	Payment vehicle has not yet been verified
<b>Payment Vehicle Statuses</b>	
Confirmed	Payment has been received by the Department of Treasury and reported to EPA
Not Confirmed	Payment has not yet been confirmed
<b>Refund Statuses</b>	
Requested	Refund has been requested by the applicant
Ready for Processing	Refund has been associated with appropriate payment vehicles and is ready for processing
Processed	Refund has been submitted to EPA
<b>Withdrawal Statuses</b>	
Requested	Withdrawal has been requested by the applicant
Ready for Processing	Withdrawal has been associated with appropriate payment vehicles and is ready for processing
Processed	Withdrawal has been processed – letter sent to applicant

## FLPP Processing Steps

Step	Description
Postmarked	Application postmarked
Received by EPA HQ	Application received by EPA
Received by Contractor	Application received by contractor
Logged	Application logged
Data Entry Performed	Data entry performed
Admin Review Performed	Administrative review performed
Admin Review Complete	Application was found to be administratively complete
Admin Review Incomplete	Application was found to be administratively incomplete
Tech Review Performed	Technical review performed
Tech Review Complete	All certifications were found to be technically complete
Tech Review Incomplete	One or more certifications were found to be technically incomplete
Status Letter Sent	Status letter sent
Waiting for Response to Status Letter	Waiting for response to Incomplete status letter
Additional Information Received	Additional information requested for an application has been received from the applicant
Undeliverable Letter Returned	Undeliverable letter has been returned
Ready For Region Review	Application ready for region review (either all administrative and technical statuses are complete or it has been 30 days since status letter was sent and some technical statuses are still incomplete)
Sent to Regions	Application sent to all regions
Received by All Regions	Receipt of application acknowledged by all regions
EPA Region Review Complete	Regional review complete (lead region recommendation and all regions concurred)
Certification Fees Verified	Certification fees verified (attached payment vehicle is sufficient to cover all required certification fees)
Certification Fees Confirmed	All payment vehicles associated with certification fees have been confirmed
Exam Fees Verified	Exam fees verified (attached payment vehicle is sufficient to cover all required exam fees)
Exam Fees Confirmed	All payment vehicles associated with exam fees have been confirmed
Exam Letter Sent	Exam letter sent
Exam Passed	Required exam for a certification has been passed
Certification Approved	Certification approved
Certification Disapproved	Certification disapproved
Approval Letter Generated	Approval letter generated
Disapproval Letter Generated	Disapproval letter generated
Badge Selected for Printing	User has selected the badge as ready to be printed – prepares badge information for use by badge printer
Badge Generated	Badge generated
Certificate Generated	Certificate generated
Disapproval Letter Sent	Disapproval letter sent



Step	Description
Final Package Sent	Final package of letter, certificate and badge (if applicable) have been sent
Processing of Application Complete	Processing of all certifications for an application is complete (approved, disapproved, returned, or withdrawn)
Ready for Reminder Letter	Certification reached the point of being 9 months prior to the expiration date
Reminder Letter Sent	Letter informing applicant that their certification(s) will expire within 9 months has been sent
Ready to Return	Application has been found to meet one of the qualifications for being returned
Returned	Application has been returned
Withdrawal Requested	Withdrawal has been requested (for an application or a certification)
Withdrawn	Application or certification has been withdrawn
Withdrawal Letter Sent	Withdrawal letter has been sent to the applicant
Downgrade Requested	Applicant has requested a downgrade for the certification
Downgrade Approved	Downgrade request was approved
Downgrade Disapproved	Downgrade request was disapproved
Mediation Required	Mediation of an issue is required by EPA Headquarters because of a disagreement between regions
Mediation Completed	Mediation of issue has been completed by EPA Headquarters

---

## FLPP Procedures and Definitions

### Fee Verification

- During administrative review, the contractor verifies that a copy of the payment vehicle with the correct fees have been submitted to cover all jurisdictions and/or disciplines/courses requested. If correct, the fee status is set to “Verified.”
- If fees submitted are not sufficient, the applicant is sent a status letter and a fee worksheet requesting the correct amount within 30 days. The fee status is set to “Not Verified.”

### Technical Review

- Following an administrative review of the application packet, the contractor conducts a technical review of the individual discipline/course requests that lead to specific certificates for individuals and training providers. *Each certificate/accreditation certificate requested has its own set of certification statuses.* The beginning certification status is defaulted to “Pending Review.” (Note: Although firms do not receive certificates by discipline, the certification statuses are used during regional review and subsequent steps of the application process.)
- The contractor uses a system-generated technical review checklist to ensure all eligibility requirements are satisfied for each certificate/accreditation requested. Each discipline/course request receives a certification status of “Complete” or “Incomplete” depending on the result of the technical review.
- If a discipline/course requested is for a jurisdiction not administered by the EPA, the certification status is set to “Non-Applicable Jurisdiction” and no technical review is required.

### Exam Information

- The system determines which discipline requests require exams and the contractor generates exam letters to applicants. The exam status is set to “Required” if an exam is applicable for the discipline.
- The contractor receives a listing of exams taken and the results by e-mail from contracted testing centers. Depending on the results for each discipline requiring an exam, the contractor sets the exam status to “Passed,” “Failed First Time,” “Failed Second Time,” “Failed Third Time,” “Cancelled,” or “No Show.”

### Fee Confirmation

- Fees that are verified during the administrative review process are later confirmed by the contractor when the payment vehicle clears the accounting system. At this point the fee status is set to “Confirmed.”
- The fee status is set to “Not Confirmed,” the certificate status is set to “Prepare Disapproval,” if fees are not confirmed by 90 days from the postmark date for reciprocity or re-certification.

**Regional Review**

- The application packet and all complete discipline/course requests are reviewed by the regions covering the jurisdictions requested. After review, the discipline/course requests are assigned a certification status of “Recommend Approval” or “Recommend Disapproval” by the Lead Region. (Note: If multiple regions are not involved in this review process, then the certification status automatically moves to either “Approval Pending Confirmation,” “Prepare Approval,” or “Prepare Disapproval.”)
- In the case of multiple jurisdictions that span more than one region, a Lead Region conducts the initial review and is responsible for application processing.
  - The Lead Region is defaulted to the region where applicant is located for firms and individuals (based on home address for individuals), but can be overridden.
  - If no feedback is received from other regions within 10 days after the certification status has been set to “Recommend Approval” or “Recommend Disapproval” by the Lead Region, the input for the other regions will be set to “Concur.”
  - After final approval by the Lead Region, the certificate status is set to “Approval Pending Confirmation” or “Prepare Approval” if all fees and exams are confirmed and passed.
- A certificate request may be disapproved for any of the following reasons:
  - Individuals:
    - Missing information requested was not supplied within 30 days of review letter (sent by contractor).
    - Initial non-reciprocity discipline requests failing exam three times (Note: exams are only required for initial Inspector, Risk Assessor, and Supervisor non-reciprocity discipline requests.)
    - Fees were not confirmed within 90 days of postmarked application (does not include initial non-reciprocity discipline requests).
    - Regions did not deem qualifications of applicant to be sufficient.
  - Firms:
    - Missing information requested was not supplied within 30 days of review letter (sent by contractor).
    - Fees were not confirmed within 90 days of postmarked application.
    - Regions did not deem qualifications of applicant to be sufficient.
  - Training Providers:
    - Missing information requested was not supplied within 30 days of review letter (sent by contractor).
    - Fees were not confirmed within 90 days of postmarked application.
    - Regions did not deem qualifications of applicant to be sufficient.

### Certificate and Badge Processing

- If “Recommend Approval” is selected, after confirmation of fees and passing exam scores, the certification status is set to “Prepare Approval”
- Certificates and badges are prepared by the contractor only for regions that do not have automated printing capability.
- After approval/disapproval letters are signed by the regional official, and the final packets are marked as sent, the certification status is set to “Approved” or “Disapproved.”
- Expiration dates are based on the date of issue of certificates and are calculated as follows:
  - Individuals: default to 3 years; could have 5-year certificate if based on a proficiency exam
  - Firms: 3 years
  - Training Providers: 4 years
- If at any time during the certificate review process, an entire application packet or single discipline request is returned to the applicant, the application and/or certificate statuses are set to “Returned.”
- If the applicant requests that an application request be withdrawn prior to final approval, the application and certificate statuses are set to “Withdrawn.” Withdrawals can only be made in writing. *An application cannot be withdrawn after the application has been sent to the regions.*
- When all certificates related to an application are processed (i.e., Approved, Disapproved, Returned, Withdrawn, or Non-Applicable), the application status is set to its final status of “Processing Complete.”

### Amendments

- Only jurisdictions and contact information can be amended for approved certificates/accreditations and for applications that have been forwarded from the contractor to the region for final review. If the application being amended is still in processing with the contractor, then the amendment also can include discipline changes.
- Under special circumstances, discipline requests can be downgraded as follows:
  - If an applicant applied for Supervisor, it is possible to downgrade to Abatement Worker.
  - If an applicant applied for Risk Assessor, it is possible to downgrade to Inspector (if an interim certificate for Inspector is still valid when the downgrade request is made).

### Re-certifications/Re-accreditations

- The lead region will be able to set a single expiration date for a re-certification/re-accreditation in the case of multiple prior certifications with varying expiration dates. The applicant can apply until the date of the latest certification expiration date.

- 
- All re-certifications should be mapped to disciplines. Any new disciplines requested are considered Non-Applicable for the re-certification and require an initial application to be submitted.